

1609/1503.

THE COMPLETE COURT-KEEPER:

O R,

Land-Steward's Assistant :

CONTAINING,

First, The Nature of Courts Leet and Courts Baron; with a general Introduction to every Thing incident to them, according to Law and Custom.

Secondly, The Manner of holding Courts Leet, Courts Baron, and Courts of Survey, with the Charge to the Juries; and the Forms of Entering those Courts in the Minute-Books and in the Court Rolls; with Precedents of great Variety of Presentments, Amerciaments, Estreats, Copies of Court-Roll for Life, and in Fee; Grants, Surrenders, Admittances, Licences, Forfeitures, and all other Proceedings of that Nature.

Thirdly, The Manner of keeping the Court Baron for trying of Actions; the Nature and Kinds of Actions, and of Pleadings; and Precedents

of Declarations and Pleadings, and of Process, from the Precept or Original to the Distress or Execution; with Pleas and Recoveries concerning Copyhold Lands.

Fourthly, Precedents of Contracts, Conditions, Covenants, Leases for Life, Leases for Years, Assignments, Mortgages, Surrenders of such Leases; and also of Copies of Court-Roll in special Cases, used by the Land-Steward.

Fifthly, The Power and Authority of the Lord, and of the Steward, and the Privilege of the Tenants, with Variety of Law Cases and Resolutions concerning Copyholders, and the whole Business of Court Keeping: And also Surveys of Manors, Rentals, Stewards Accounts, Fees, &c.

By G I L E S J A C O B, *Gent.*

AUTHOR of *The New Law-Dictionary.*

The *Seventh Edition*, with large *Additions and Amendments*, from the Reports of *Atkins, Burrow, Wilson, Sayer, Vezey, Blackstone's Commentaries, Comyns's Digest, &c.* to the present Time.

L O N D O N :

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MDCCLXXXI.



T O

RICHARD DIBBEN,

O F

Manston in the County of
Dorset, Esq;

LAND STEWARD

To the Right Honourable *Thomas*
Lord *Arundel*, Baron of *Wardor*
in the County of *Wilts*; and to
Thomas Freke, of *Shroton* in the
County of *Dorset, Esq;*

S I R,

AS my first Knowledge and
Experience in COURT-
KEEPING proceeded from
an Employment under you in Bu-
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finess

The Epistle Dedicatory.

siness of that Nature, I think myself obliged in Gratitude to present You with this small Performance; though I am sensible, it is unworthy to be patronized by a Gentleman of your Judgment and Experience.

If I have inserted in this Book any of your Methods, as perhaps I may, I hope You will pardon my Presumption, since the Occasion of it was to make it the more complete, according to the present Practice; being informed it is much wanted for the publick Good, and I hope it will not prove any Private Prejudice.

The Collections I took this Way when I served you, and as I have taken since I liv'd with *William Blathwayt*, Esq. (whom You know I have had the Honour

The Epistle Dedicatory.

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to serve as *House* and *Land-Steward* for these Five Years past) were not intended at that Time to be made publick: But the frequent Importunities I have met with from several Attornies, and other Gentlemen well vers'd in *Court-Keeping*, (who approv'd the Methods I have here laid down, and the Precedents I have made Use of) at last prevailed with me to publish the following WORK.

If You meet not with so much Art and fine Dress in the Course of this Performance, as might reasonably be expected, I hope I shall obtain Your Pardon, since it is the Business only which I have pursued, and endeavoured to give a full Account of: The Regularity in Dispatch whereof, as I take it to be the best Use of any Book of this Kind, so I hope the Methods here
laid

The Epistle Dedicatory.

laid down will recommend it to the Publick, at least so far as to be approv'd of by You, to whose Determination I submit myself: Who am,

S I R,

Your most Obliged, and

most Humble Servant,

G I L E S J A C O B.



T H E

T H E

P R E F A C E.

HAVING perused several Books written on the Subject of Court-Keeping, and finding them defective in many Particulars, and confused in the whole, not any one singly, nor all of them together, containing fully the Modern Methods of Court-Keeping, and little or no Notice taken of any other Part of the Business of Land-Stewardship, which is not inconsiderable; I have adventured to publish the following Sheets, to endeavour to make up the Deficiencies of the others on this Subject.

And as it may be expected from me to give some particular Account of the following Work, to set forth how far it contains more necessary Informations than any other, or even all the Books now extant on this Head; I shall only take Notice, that the other Books now in Being of this Nature do not comprehend a Complete method of Court-Keeping, there being no such Thing in any of them as a Charge in the Court Leet and Court Baron so proper and extensive, (although it be in more Words

Coke's Complete Copyholder; Kitchen of Courts; Scroggs of Courts Leet; Lex Customaria; Greenwood of Courts.

in

The P R E F A C E.

in Greenwood) as is contained in this, nor any Precedents of Copies of Court-Roll for Lives, which are most commonly used at this Day, (although there are Copies of Innerintance in Scroggs) nor any Account of a Court of Survey, and very little Notice taken of Process in the Practice of the Court Baron relating to Actions, Leases for Life or Years, Assignments, Mortgages of such Leases, Surveys of Manors, Stewards Accounts, with several other Things of less Consequence; and what they do contain, is not so regularly digested as to render them a perfect Directory to a Steward without Experience: All which Defects I have endeavoured to supply by Amendments, and by the Addition of Collections, which I have taken in above ten Years Experience. So that, altogether, I hope it will appear complete, according to the present Practice.

In this SEVENTH EDITION are added many adjudged Cases relating to Copyholds, from the best of the modern Reporters, by Atkins, Wilson, Sayer, Vezey, besides from Blackston's Commentaries, and Comyns Digest.



THE COMPLETE
COURT-KEEPER:

OR,
Land-Steward's ASSISTANT.

The Nature of Courts Leet and Courts Baron, with a general Introduction to every Thing incident to them, according to Law and Custom.

LEET, *Leta*, otherwise called a Law-day, A Court Leet seems to be derived from the Saxon word *Læo*, what. It's as it appears by the Laws of King *Edward*, Original and set out by *Lambert*. It was a Court of Jurisdiction Authority. above the Wapentake or Hundred. Many Lords, together with their Courts Baron, have likewise Leets adjoined, and thereby do inquire of such Transgressions, as are subject to the Inquiry and Correction of this Court. But in whose Manor soever it be kept, 'tis accounted the King's Court, because the Authority thereof originally belonged to the Crown. *Kitch. fol. 6. Dyer, fol. 64.* saith, That this Leet was first derived from the Sheriff's Court: And it inquireth of all Offences under High Treason, committed against the Crown and Dignity of the King, tho' it cannot punish many, but must certify them to the Justices of Assize, by the Stat. 1 *Ed. 3. c. ult.* And it is called Court Leet, the View of Frankpledge, for that the King there for what or may dained.

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The Complete Court-Keeper: Or,

may be certified by the View of the Steward, how many People are within every Leet, and also have an Account of their good Manners and Government; and every Person of the Age of 12 Years, which had remained there by a Year and a Day, to be sworn to be faithful to the King, and also to keep the People in Peace and Obedience.

This Court is to be kept twice in every Year; one Time within a Month after *Easter*, and the other Time within a Month after *Michaelmas*, at a certain Place within the Precinct; and of this Court the Lord or his Steward is Judge.

If the Reader wishes for more Information, the following Authorities will answer his Purpose. 4 *Inst.* 261, &c. 2 *Hawk. P. C.* 72, &c. *Mirr. c. 1.* §. 10, &c. *Shiruk. de Jure Goth. l. 1. c. 2.* 4 *Bla. Comm.* 270, 404, 417. *Statham's Abr. tit. Leet.* *Bro. Abr. Fitzh. Abr. tit. Leets.* 1 *Ro. Abr.* 541, &c. with 6 *Vin. Abr.* 586. *Scroggs. Kitchen. Crompton. Powel's View of Frankpledge.* 4 *Com. Dig. tit. Leet.* *Prynne on the 4th Inst.* 189, 190. 8 *Rep.* 38. *Griesley's Case.* *Fitzh. Justice. Pref. to 9 Rep.*

A Court Baron what, and for what ordained.

A Court Baron is incident to and inseparable from a Manor. These Courts were ordained to determine Injuries, Trespasses, Debts and other Actions that are under 40s. The Homage ought to inquire in this Court, that their Lords shall not lose their Services, Customs, or Duties, but make their Suits in this Court as Obedience to their Lords, and present all common and private Nuisances, which may prejudice their Lord's Manor. In this Court the Freeholders or Free suitors are Judges.

This Court cannot subsist without two Free suitors or customary Copyholders; as the Court Leet may; but it may consist of less than 12 Jurymen, which the Court Leet cannot.

A Manor, of what it consists.

A Manor consists of Demesnes and Services, and a Court Baron as incident, and this must be Time out of Memory; for a Manor cannot begin at this Day, because a Court Baron cannot now be made. The Court Baron is the chief Prop and Pillar of a Manor; for



for that no sooner faileth, but the Manor falleth to the Ground.

For the Original of Manors, we find in our Books, Original of that the ancient Kings of this Realm, who had all the Manors. Lands of *England* in Demefne, (that is, in their own Hands) did grant a certain Compass or Circuit of Ground unto some great Personage, with Liberty to parcel the Land out to other inferior Tenants, reserving such Duties and Services as they thought convenient; with Power to keep Courts, where they might redress Misdemeanors within such their Precincts, punish Offences committed by their Tenants, and debate and decide Controversies within their Jurisdiction: These Lords and Noblemen performing such Services, and paying such Rents, as the said Kings by their Grants reserved. These Grantees were called Barons, and were such as came to Parliament, and from thence it retains the Name of Court Baron to this Day; tho' in Process of Time, by the Grants of such Barons, these Lands and Manors came into the Hands of mean Men, by Purchase, &c. as it is at this Time. Courts Baron, by the Law, may be kept once every three Weeks, at any Place within the Manor.

See 2 Black.
Com. 99.

For the Etymology of the Word Manor, some fancy Word Manor, it to derive from *Manurium*, a Manuring the Ground; from whence but others think (with more Probability) that it comes derived from the *French* Word *Mefner*, to govern or guide, because the Lord hath the Government of the Tenants within his Jurisdiction.

Upon the Creation of Manors, the Lords took as much as was necessary for their own Use into their Demefnes: They distributed as much as was convenient amongst their Tenants; and what was left was called the Lord's Waste, because it was neglected by the Lord.

Courts Baron differ from Courts Leet in divers Respects, & *inter alia*, as follow.

1. A Court Baron may be kept once in every three Weeks, and (as some think) oftener; but a Court Leet by the Statute of *Magna Charta* is to be kept but twice every Year; one Time within a Month after Ea-

4

The Complete Court-Keeper : Or,

ster, and another Time within a Month after *Michaelmas*.

2. A Court Baron may be kept at any Place within the Manor ; but a Court Leet, by the Statute of *Magna Charta*, must be kept in a certain and fixed place within the Precinct.

3. Originally Courts Baron belonged to inferior Lords of Manors ; but Courts Leet originally belonged to the King.

4. A Court Baron is incident to every Manor, and is *Causa sine qua non*, the very Prop and Pillar of the Manor ; but few Manors have Courts Leet, for inferior Lords of Manors cannot keep Courts Leet without a special Prescription, or some special Grant from the King.

5. In a Court Baron the Suitors are Judges, but in a Court Leet the Steward is Judge.

6. In a Court Baron the Jury may consist of less than twelve, but not in a Court Leet ; for in a Court Baron none are impanell'd upon the Jury, but Freeholders of the same Manor ; but in a Court Leet Strangers may be impanelled.

7. A Court Baron cannot subsist without two Suitors *ad minimum* ; a Court Leet may subsist without any.

8. Courts Baron inquire of no Offence committed against the King ; but Courts Leet inquire of all Offences under High Treason, committed against the Crown and Dignity of the King.

9. A Writ of Error lies on a Judgment given in a Court Leet, but not on a Judgment given in a Court Baron.

10. In a Court Leet a *Capias* lies ; but in a Court Baron, instead of a *Capias*, an Attachment by Goods is used.

11. In a Court Baron an Action of Debt lies for the Lord himself, because the Suitors are Judges ; but in a Court Leet the Lord cannot maintain an Action for himself, because the Steward is Judge.

What is a
Copyholder.

A Copyholder is Tenant by the Copy of Court Roll, and is the only Tenant in Law which holds by the Copy of any Record, Deed, or Charter. The

Title or Estate of the Copyholder is entered into the Roll, whereof the Steward delivereth him a Copy; from whence he is called a Copyholder.

A Copyholder originally had (in Judgment of Law) His Estate. but an Estate at Will, yet Custom had so established and affixed his Estate, that this by the Custom of the Manor is descendible, and his Heir shall inherit it; so that the Custom of the Manor is the Life and Soul of Copyhold Estates; for without a Custom, or if they break their Custom, they are subject to the Will of the Lord. And by Custom, a Copyholder is to have his Land according to the Custom, as he which had Freehold at Common Law. See 2 Black. Com. 97.

As a Copyhold is created by Custom, so it is guided by Custom.

A Copyholder doth not derive his Estate out of the Estate or Interest of the Lord only, for then the Copyhold Estate should cease when the Estate of the Lord determined; but the Copyholder is in by Custom.

Yet it is looked upon as a base Estate, and not so worthy as Freehold.

A Copyholder cannot vote for Knights of the Shire. Stat. 31 Geo. 2. c. 14.

If a Tenant at Will be outlawed, his Estate is determined; but a Copyhold is not forfeited or determined by Outlawry.

In voluntary Grants made by the Lord himself, generally the Law neither respecteth the Quality of his Person, nor the Quantity of his Estate; for if he be an Infant, or *Non compos Mentis*, an Ideot or Lunatick, an outlawed Person, or an Excommunicate, notwithstanding these are Disabilities at the Common Law, yet Grants made by him are good, by reason the Custom of the Manor confirms them to the Copyholder, if the Lord's Title to the Estate be good and lawful. Who may be Grantors of Copyholds.

And 'tis not material whether the Lord's Estate be in Fee Simple, Fee Tail, or Dower, or as Tenant the Curtesy for Life or Years, as Guardian, or as Tenant by Statute, or by *Elegit*, or at Will; the least of these Estates is a sufficient Warrant to the Lord to grant any Copyhold escheated unto him. Quality of their Estates.

If the Lord of a Manor be attainted of Felony or Murder, by Verdict or Confession, any Grant by Copy made after the Felony or Murder committed and before the Attainder, shall stand good, notwithstanding the Relation.

Who may be
Grantees.

The same Persons, that are capable of a Grant by the Common Law, are capable of a Grant by Copy, according to the Custom of the Manor.

A Feme Covert may be a Purchaser of Copyhold, and this Purchase shall stand in Force until her Husband disagreeeth : Nay, a Feme Covert may receive a Copyhold Estate by Surrender from her Husband, because she cometh not immediately by him, but by the Admittance of the Lord, according to the Surrender.

Expences of Commission to separate Freehold from Copyhold Land, shall be borne by both Parties equally, tho' their Interests be of different Values. 3 Tr. Atk. Rep. 82.

Surrenders.

A Copyhold Interest cannot be transferred by any other Assurance than by Copy of Court-Roll, according to the Custom, and that by Surrender.

If I will exchange a Copyhold with another, I cannot do it by an ordinary Exchange at the Common Law, but we must surrender to each other's Use, and the Lord admits us accordingly.

If I will devise a Copyhold, I cannot do it by Will at the Common Law, but I must surrender it to the Use of my last Will and Testament, and in my Will I must declare my Intent.

A Surrender (where by a subsequent Admittance the Grant is to receive its Perfection and Confirmation) is rather a manifesting the Grantor's Intentions, than a passing away any Interest in the Possession ; for till the Admittance the Lord taketh Notice of the Grantor as Tenant, and he shall receive the Profits of the Lands to his own Use, and shall discharge all Services due to the Lord : But yet the Interest is in him but *secundum quid*, and not absolutely ; for he cannot pass away the Estate to any other, or make it subject to any other Incumbrance than it was subject to at the Time of the Surrender : Neither is any Manner of Interest vested in

in the Grantee before Admittance ; for if he enters, he is a Trespasser, and punishable in Trespass ; and if he surrender to the Use of another, this Surrender is void. Yet the Grantee cannot possibly be deluded or defrauded of the Effect of this Surrender ; for if the Lord refuse to admit him, he is compellable to do it by a *Subpæna* in the *Chancery*, and the Grantor's Hands are ever bound from the disposing of the Land any other Way, and his Mouth ever stopped from revoking or countermanding his Surrender.

A Copyholder may surrender his Copyhold by Attorney, in case he be in Prison, sick in Bed, or beyond the Seas ; but he may not be admitted by Attorney, because he must do Fealty in Person.

If a Copyholder languishing in Extremity surrenders out of Court to the Use of his Cousin in Consideration of Consanguinity, or to the Use of his Son in Consideration of natural Love and Affection, and after recovereth his Health before Presentment, this Surrender is revocable or countermandable ; but if it be granted for valuable Consideration, as for the Discharge of Debts, it is binding and irrevocable ; as are likewise all other Surrenders.

In voluntary Admittances the Lord is only esteemed Admittances. Custom's * Instrument ; and if the Lord admits any one contrary to Custom, either in Reservation of the Rent, or in any other Particular, this shall not bind his Heir or Successor, because Custom hath not sufficiently confirmed it.

And as in Admittances upon Surrenders, so in Admittances upon Descents, the Lord is used as a mere Instrument, and no Manner of Interest passeth out of him ; and therefore neither in the one nor in the other is any Respect had unto the Quality of his Estate in the Manor ; for whether he hath it by Right or by

* Tenant is in by Admittance, only according to the Quality of his Estate, in his true Right ; and the Lord, thro' his Stewards, is only an Instrument of Custom to convey that Right ; so said by Earl *Mansfield* on Motion for *Mandamus* to Steward of Copyhold Court to admit Tenant. *Loffi's Rep.* 390.

The Complete Court-Keeper: Or,

Wrong, it is not material; these Admittances shall never be called in Question for the Lord's Title, because they are judicial Acts, which every Lord is enjoined to execute. *Co. 4. fo. 27. b. Co. 1. fo. 140. b.*

Admittances by the Lord to a wrong Person is void and of no Effect; and in such Case the Lord must make a second Admittance, which must be to the right Person, and he will enjoy the Estate, and the first have nothing.

If I surrender with the Reservation of a Rent, and the Lord admits, not reserving any Rent, or reserving a less Rent than I reserved upon the Surrender, this Admittance is wholly void: So if I surrender upon Condition, and the Lord omits the Condition, the Admittance is wholly void, for the Admittance in all Respects must agree with the Surrender.

Tho' a Man may not enter upon Lands upon a Surrender before Admittance, yet the Heir upon Descent, where there is no Surrender, is to most Intents a perfect Tenant of the Land instantly upon the Death of his Ancestor; for he may enter into the Land before Admittance, take the Profits, punish any Trespas done upon the Ground, surrender into the Hands of the Lord to whose Use he pleaseth, &c.

The Custom of every Manor is compulsory in Point of Admittance; for either upon Pain of Forfeiture of their Copyhold, or of incurring some great Penalty, the Heirs of Copyholders are enforced to come into Court, and be admitted according to the Custom, within a short Time after Notice given of their Ancestor's Death.

Admittance relates back to Time of Surrender, and is only a Completion of it. *4 Bur. Rep. 1961.*

Single Admittance to Copyhold is Evidence to prove Custom of Manor for Lands to descend to youngest Nephew. *3 Wilf. Rep. 63.*

Services.

Services of Submission are Homage and Fealty, which are certain Ceremonies used among Tenants, whereby they submit themselves unto their Lords, and bind themselves by solemn Oath, or by faithful Promise, from that Day forward to become the Lord's Men, for Life,
for

for Member, for *terrene Honour*, to owe unto him Faith for the Lands which they hold of him. These Ceremonies are used at the first Entrance or Admittance of any Tenant, to enforce him to acknowledge and confess himself Tenant unto his immediate Lord.

Homage and Fealty differ in the following Points, *viz.* In doing Homage the Tenant kneeleth ; in doing Fealty he standeth. In doing Homage the Tenant must remain uncovered ; in doing Fealty he may remain covered. In doing Homage the Lord kisseth the Tenant ; in doing Fealty he kisses him not. In doing Homage the Tenant promisseth to become the Lord's Man for Life, for Member, and *terrene Honour* ; and in doing Fealty he only sweareth to become the Lord's faithful Tenant. In short, Homage especially concerneth Service in War, to attend their Lords ; and Fealty was primarily devised for Tenants to manure the Lord's Ground, and carefully to discharge all rural Affairs.

None can do Homage but Tenants in Fee-Simple, or in Tail ; but Copyhold Tenants for Life or Years are capable of doing Fealty.

None is capable of receiving Homage but the Lord himself in Person ; but the Lord's Steward, or his Bailiff, is capable to receive Fealty in the Lord's Behalf.

Services of Profit are either tending to the publick Profit of the Kingdom, as when the Lord enjoineth his Tenant to amend Highways, to repair decay'd Bridges, or the like : Or tending to the private Profit of the Lord, as where the Tenant is enjoined to be the Lord's Brewer, or is tied to pale his Lord's Park, manure his Lord's Lands, tile the Lord's House, or thatch the Lord's Barns, &c.

Then there are annual Services as well as corporal Services ; and accidental Services, which differ from the corporal and annual Services in this, that most accidental Services are incident to the Fee, and are due without special Reservation of the Lord ; but most corporal Services, and all annual Services, are due upon special Reservation only, and do not belong to the Fee.

The

Service.

The Lord may distrain the Tenant's Cattle or Goods, to compel them to perform these Services.

Service also signifieth any Duty whatsoever accruing unto the Lord by reason of his Seigniorie.

Heriot, or *Hariot*, cometh of the Latin Word *Herus*, *Dominus*, because it is a Duty appropriated to the Lord, rendred at the Death of a Tenant, or on a Surrender to his Lord; and is the best Beast or Goods found in the Possession of the Tenant deceased.

In the *Saxons* Time, when the Name of *Heriot* was first known, *Heriot* signified nothing else but a Tribute given to the Lord for his better Preparation towards War, as a Horse, a Spear, a Sword, or some such like military Weapon.

There are two Sorts of *Heriots*, *Heriot Service*, and *Heriot Custom*. *Heriot Service* is that *Heriot* which is never due without special Reservation, and is seldom reserved upon any less Estate than an Estate of Inheritance. *Heriot Custom* is that *Heriot* which is never due upon special Reservation, but is challenged upon some particular Custom, and is usually paid upon an Estate for Life, or for Years, as well as upon an Estate of Inheritance.

Reliefs.

Relief is a certain Sum of Money, which every Freeholder payeth unto his Lord, being at full Age, at the Death of his Ancestor. It is the Key, which opens the Gate to give the Heir free Passage to the Possession of his Inheritance; for by Payment thereof he relieves, and as it were raiseth up his Lands again, after they were fallen down.

There is *Relief Service*, and *Relief Custom*: *Relief Service* is that which is paid upon the Death of any Freeholder; *Relief Custom* is that which is paid upon the Death of any Freeholder, Change or Alienation of any Freehold, according to the Custom of the Place. In many Places it is a Year's Profit of the Lands, and in many other Places but Half a Year's Profit.

For *Heriots*, *Reliefs*, or *Amerciaments*, the Lord may either distrain, or bring an Action of Debt, at his Election.

Amercia-

Amerciament is a pecuniary Punishment for any Amerciament Offence committed by the Tenant against the Lord of manors. any Manor. It is a certain Sum of Money imposed upon the Tenant by the Steward, by the Oath and Presentment of the Homage, for the Breach of any By-Law made either for the Benefit of the whole Kingdom, or for the Benefit of themselves; or for Default of doing Suit, or for other Misdemeanors punishable by the same Court; and it taketh its Name from being in the Lord's Mercy to be inflicted, more or less, at his Will and Pleasure.

It differs from a Fine in the following Respects: Whosoever is fined may lawfully be imprisoned; but whosoever is amerced cannot. Amerciaments are incident unto Courts Baron, as well as unto Courts Leet; and Fines are never incident to any Courts Baron, but to Courts Leet only, or other Courts of Record. Amerciaments are incident unto every Manor whatsoever; but Fines are incident to some few Manors only. Offences committed out of Court, of which the Stewards by no Possibility can have Cognizance without the Presentment of the Homage, the Power of imposing Punishments for them in such Cases appertaineth to the Jurors of the Leet, and not unto the Steward: And these Punishments thus inflicted are termed Amerciaments.

Offences committed in the Court, or elsewhere, of which the Steward can take sufficient Notice without the Assistance of the Homage, are punished by the Steward, not by the Jurors; and these Punishments thus imposed are termed Fines.

All Amerciaments must be affected by the Homage, but Fines imposed by the Steward are not.

All Amerciaments and Fines are to be imposed with Discretion and Moderation, according to the Nature of the Offence committed.

Presentment is a Denunciation of the Jurors (without any Information) of an Offence inquirable in the Court whereunto it is presented.

A Copyholder cannot in any Action real implead, or be impleaded, in any other Court but in the Lord's Court,

Court, for or concerning his Copyhold ; but in Actions that are merely personal, he may sue or be sued at the Common Law.

Presentments.

Presentments of Surrenders out of Court (which may be taken by the Steward, according to the Custom, in the Presence of two customary Tenants, tho' Admittances may not be made out of Court but by the Lord himself) are to be presented at the next Court after the Surrender taken, and is to be done by the same Persons as took the Surrender, in all Points material, according to the Surrender : And therefore if the Surrender be conditional, and the Presentment be absolute, both the Surrender, Presentment, and Admittance thereupon, are wholly void.

But if the Steward omitteth any Part of the Surrender in the Entry of it in the Roll, upon sufficient Proof made in Court, the Surrender shall not be avoided, but the Roll amended.

If I surrender out of Court, and die before Presentment, if Presentment be made after my Death according to the Custom, this is sufficient. So if he, to whose Use the Surrender is made, dieth before Presentment, yet upon Presentment made after his Death, according to the Custom, his Heir shall be admitted.

A Surrender to Two jointly, and one died before Presentment, the other shall be admitted to the whole.

If those, into whose Hands the Surrender is made, die before Presentment, upon sufficient Proof in Court that such a Surrender was made, the Lord shall be compelled to admit accordingly : And if the Steward, Bailiff, or the Tenants, into whose Hands the Surrender is made, refuse to present, upon a Petition, or a Bill exhibited in the Lord's Court, the Party grieved shall find Remedy ; but if the Lord will not do him Right, he may sue both the Lord and them that took the Surrender in *Chancery*, and shall there find Relief.

Escheats.

Escheat imports Lands fallen into the Lord's Hand for Want of Heir, general or special, to inherit them : But before the Lord enter into an Escheat in this Kind, the Homage ought to present it ; and being presented,

sented, Proclamation ought to be made to give Notice to the World, That if any Man shall come in and justly claim, he shall be received: The Homage then finding it clear, intitle the Lord as to Lands escheated.

Besides this ordinary Sort of Escheat, there is another Sort of Escheat; and that is, where any Freeholder committeth Felony, and is attainted, the King shall have *Annum, Diem, & Vastum*; and then it cometh unto the Lord by Escheat.

Forfeiture cometh of the *French Word Forfait*, and Forfeitures. signifieth the Transgression of a penal Law or Custom, whereby the Offender loseth his Lands or Goods.

Upon the Descent of any Copyhold of Inheritance, the Heir is tied, upon three solemn Proclamations made at three several Courts, to come in, and be admitted to his Copyhold: If he faileth to come, this Failure works a Forfeiture. But see hereafter Title *Fines*, where Infants and Feme Coverts are exempted from Forfeitures by Stat. 9 G. 1. c. 29.

So if a Copyholder be sufficiently warned to appear at a Court, and he faileth, this is a Forfeiture, unless he be hindred by Sicknes, Overflowing of Waters, or if he be much in Debt, and fears to be arrested, then his Default is no Forfeiture.

If a Copyholder in the Court be called and summoned to be sworn of the Homage, and refuseth, this is a Forfeiture.

So if the Copyholder be sworn of the Homage, and then refuseth to present the Articles according to his Oath, this is a Forfeiture.

If a Copyholder swears in Court, that he is none of the Lord's Copyholder, this is a Forfeiture.

A Copyholder speaking irreverent Words of the Lord, as that the Lord exacteth unreasonable Fines and Services, &c. this is no Forfeiture, but fineable only.

Tenant tearing in Pieces the Court-Roll, and denying his being a Copyholder, is a Forfeiture.

If the Lord upon the Admittance of a Copyholder (the Fine by the Custom of the Manor being certain) demandeth

The Complete Court-Keeper: Or,

demandeth his Fine, and the Copyholder denieth to pay it upon Demand, this is a Forfeiture.

If a Copyholder sue a Replevin against the Lord, upon the Lord's lawful Distress for his Rent or Services, this is a Forfeiture.

If a Fine by the Custom of the Manor be uncertain, though a reasonable Fine be assessed, the Copyholder is not bound to pay it presently upon Demand, but shall have convenient Time to discharge it, if the Lord limits no certain Day for the Payment thereof; and if within convenient Time it be not discharged, this is a Forfeiture without Presentment; but if the Fine be unreasonable, though it be never paid, it is no Forfeiture.

If the Lord demandeth his Rent, and the Copyholder denieth to pay it, this is a Forfeiture; or if the Copyholder saith that he wanteth Money to discharge it, and therefore intreateth the Lord to forbear until he be better provided, unless the Lord giveth his Consent, this Non-payment is a Forfeiture.

But if the Tenant be not upon the Ground when the Rent is demanded, nor none by his Appointment, is is no Forfeiture, unless the Lord continueth in making his Demand upon the Ground, and the Copyholder is still absent; this continual Denial in Law amounteth to a Denial in Fact, and maketh a Forfeiture without Presentment.

Court will decree Payment of Quit-Rent, tho' Remedy at Law, and Bill improper and vexatious, rather than dismiss it; for Plaintiff would then sue at Law, to farther Oppression of Defendant. 6 Com. Dig. 160.

If a Copyholder committeth Waste voluntary or permissive, this is a Forfeiture: Voluntary, as if he plucketh down any ancient built House, or if he buildeth any new House, and then pulleth it down again; or if he ploweth up Meadow, whereby the Ground is made worse; or loppeth the Trees, or selleth the Lopping, or if he cutteth down any Fruit-Tree for Fuel, having other Wood sufficient, are Forfeitures.

Permissive, as if he suffereth the Roof of his House to let in the Rain, or the House itself to fall down for

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Want of necessary Reparations ; or if he suffereth his Meadow, for Want of mending his Banks, to be surrounded with Water, so that it becomes Rushy and worth but little, or his Arable Ground so to be surrounded, that it is become unprofitable ; these and the like permissive Wastes are Forfeitures.

Forfeitures proceeding from Treasons, Felony, Outlawry, Excommunication, Aliening the Copyhold by Deed, or Copyholder going about in any other Court to intitle any other Lord unto his Copyhold, a Presentment of it in Court is necessary, because by common Presumption the Lord cannot of himself have Notice of it without Notice be given him.

Livery upon any Conveyance of a Copyhold Estate amounts to a Forfeiture ; so doth a Bargain and Sale of a Copyhold Estate.

If the Husband committeth Waste in Copyhold Lands, which he hath in Right of his Wife, this is a Forfeiture of the Wife's Copyhold : But if a Stranger committeth Waste without the Consent of the Husband, this is no Forfeiture, though the Wife consented.

If Husband and Wife be joint Copyholders of the Purchase of the Husband, during the Coverture the Husband is attainted of Felony, and dieth ; it is no Forfeiture of any Part of the Copyhold : But if the Purchase be made before the Coverture, then it is a Forfeiture of the Moiety.

If a Copyholder for Life cuts down Timber-trees, it is a Forfeiture of his Copyhold : But if a Copyholder makes a Lease for Years, and the Lessee cuts down Timber-trees, or commits other Wastes, the Lord cannot enter upon the Land for a Forfeiture ; but in such Case the Lord is put to his Action upon the Case against the wrong Doer.

In some Cases, Forfeitures may be mitigated by Custom ; as for Waste, a Copyholder to be amerced, and not incur a Forfeiture ; and sometimes a forfeited Estate is made good again by the Lord's Acceptance of Rent due after the Cause of Forfeiture is committed, &c.

A Copyholder may take House-Bote, Hedge-Bote, and Plough-Bote, upon his Copyhold Land, of common Right, as a Thing incident to the Grant, if it be not restrained by a Custom that the Copyholder shall not take it but by Assignment of the Lord, or his Bailiff. And if the Lord, where the Tenant hath such Botes, cuts down all the Woods and Underwoods, which are standing and growing upon the Lands, to prevent the Copyholder of his Botes, he may have an Action of Trespass against the Lord.

If a Copyholder binds himself in a Statute, his Copyhold Lands shall not be extended upon the said Statute, because, in the Eye of the Law, the Copyholder hath an Estate but *at the Will of the Lord according to the Custom of the Manor*. Contrary, where Copyhold Lands fall into the Lord's Hands by Forfeiture, then it is annexed to the Freehold, and will be liable to be extended on a Statute entred into by the Lord.

Gilb. Ten.
160, 185.
Co. Compl.
Cop. 149.
Sav. 67.
Rol. Abr.
888.

If a Judgment be had in Court of Record against a Copyholder for Debt and Damages, although the Plaintiff may have Execution by *Fieri facias* against his Goods, or a *Capias* against his Body, yet he cannot have Execution of the Moiety of his Copyhold Lands by *Elegit*, for that Copyhold Lands are not within that Statute.

Cro. Car. 44.
Hardr. 433.
O. Benl. 163.
3 Co. 9.
6 Vin. Abr.
169. pl. 4.
3 Read. Stat.
Law 123.
2 Inst. 396.
Supplem. to
Co. Compl.
Copyhold.

Where the King claims a Share in the Forfeiture of the Lands, Copyhold Lands are not within the Words of the Statute; for that in such Case, if the Copyholder committeth Felony, the Copyhold is presently forfeited to the Lord of the Manor.

No Copyholder is liable to forfeit his Copyhold Estate for committing Waste, before he is admitted.

An Idiot or Lunatic, or a Man *non sanæ Memoriae*, though they may be able to take a Copyhold, yet they are unable to forfeit a Copyhold, because they want common Sense and Reason.

So an Infant, that is under the Age of Fourteen, is unable to forfeit his Copyhold, because he wanteth Discretion. A Feme Covert cannot possibly by any Act forfeit a Copyhold Estate, unless she does what

amounts

amounts to a Forfeiture by the Consent of her Husband. Vide postea Tit. *Fines*, Stat. 9 G. 1. c. 29.

An Infant at the Age of Discretion may forfeit his Copyhold, not by Offences which proceed from Negligence or Ignorance, but by such as proceed from Contempt.

If an Infant come not in to be admitted according to the Custom at three Proclamations made at three several Courts, or if he will suffer his Houses to go to Ruin through Negligence only, it is no Forfeiture; but if he denieth from Time to Time to pay the Lord the Rent, or committeth voluntary Waste, notwithstanding often Warning given him by the Lord, these Acts proceeding from Malice and Contempt are Forfeitures; and so if he committeth Felony or Treason.

If a Copyholder taketh a Lease for Years of his Copyhold Lands, the Copyhold is determined; and so it is if the Lord leaseth a Copyhold for Years which is escheated.

The Lord's Authority consists chiefly in punishing Authority of Offences and Misdemeanors committed within his the Lord and Precincts; as Non-performance of Customs, Breach of Steward. By-Laws, not discharging of Duties, and such like.

In deciding Controversies arising about the Title of Copyhold Lands lying within his Bounds, and when he sits in Court as Judge to end Debates of this Nature, he is not tied to the strict Form of Common Law, for he is a Chancellor in his Court, and may redress Matters in Conscience upon Bill exhibited, where the Common Law will afford no Remedy in the same Kind.

The Lord may make Admittances upon voluntary Grants, Admittances upon Surrenders, Admittances upon Descents, in any Place out of the Manor; give Licence to Copyholders to alien by Deed; which the Steward cannot do, but by express Words in his Patent, or by special Authority given him by the Lord, or by some particular Customs warranting the same.

If a false Judgment be given in a Court Baron by the Steward against a Copyholder, the Copyholder in such Case shall not have a Writ of Error or Writ of

false Judgment; but he may sue in the Court of the Lord by Bill, to be relieved against such Judgment; and the Lord, as Chancellor, may give him Relief therein, and shall restore the Land to the Party upon the false Judgment given by the Steward, and Restitution made to the Copyholder.

A Manor may be Copyhold, and holden of another Manor by Copy of Court-Roll; and if such a Copyhold Manor be granted, the Grantee and his Heirs may hold a Copyhold Court within his said Manor without a special Grant of it, for that of common Right a Court Baron, or a Copyhold Court, is incident to every Manor.

In a Court Baron an Action of Debt lieth for the Lord himself, because the Suitors are Judges; but in a Court Leet the Lord cannot maintain any Action for himself, because his Steward is Judge.

The Lord of a Manor may retain a Steward by Words, and such a Retainer shall be good until he be discharged, and such a Steward may take a Surrender out of Court.

The Steward, in the Lord's Absence, sitteth as Judge in Court, to punish Offences, determine Controversies, redress Injuries and the like; but whatever he does is in the Lord's Name, and not in his own.

Tho' a Steward may be retained by Parol, yet to perfect him in his Office, especially to make voluntary Admittances, it is necessary to have a Patent.

If a Grant of a Stewardship be made to one, and for some Fault or Defect in the Grant it is avoidable; yet Courts kept by him before the Avoidance shall stand in Force, and whatsoever he did as Steward is ever unavoidable.

If a Corporation retain a Steward by Parol, and he keepeth a Court, punisheth Offences, taketh Surrenders, maketh Admittances; these Acts being judicial, shall ever stand current, tho' his Authority be grounded on a wrong Foundation, for a Corporation cannot institute any such Officer without Writing.

A Deputy Steward may not be appointed by the Head Steward, without he has a Power by exprefs Words in his Patent or Warrant to do it, or has the Lord's Consent.

But if he has such Power, he may appoint a Deputy, and the Deputy Steward will have as much Power as the Head Steward, and the Head Steward has as much Power as the Lord, except in Admittances out of Court, as I have said before.

If the Under Steward hold a Court within the Manor, and grants Copies by Court-Roll, without the Authority of the Lord or the High Steward, the Grants are good ; but contrary it is if he does it out of Court.

The Steward is Judge of the Court Leet, and also Judge of the Matter of Law in the Court Baron, altho' the Jury are Judges of the Matter of Fact.

Custom taketh Beginning and groweth to Perfection Custom. in this Manner : When a reasonable Act once done is found to be good and beneficial to the People, then do they use it often, and by frequent Multiplication of the Act it becomes a Custom ; and being continued without Interruption, Time out of Mind, it obtaineth the Force of a Law, to bind such a particular Place, Persons and Things, wherein it is concerned.

A good Custom must be grounded on Antiquity, Continuance, Certainty and Reason. Antiquity ; for that it has been Time out of Mind, or sixty Years, as limited by Statute : Time out of Mind is where no Man then living hath heard or known any Proof to the contrary. Continuance : Custom ought to have Continuance without Interruption Time out of Memory ; for if it be discontinued Time within Memory, the Custom is gone. Custom must be certain, because an uncertain Thing may not be continued Time out of Memory ; and Custom must be reasonable, and not against common Right, or purely against the Law of the Land, especially the Statute Law ; tho' in some Cases a Custom may not be unreasonable which is contrary to a particular Rule or Maxim of the positive Law,

Law, as the Customs of Gavelkind and Borough English, &c.

See 2 Black.
Com. 97.

Custom is the very Soul and Life of Copyhold Estates, for without Custom, or if they break their Customs, they are at the Lord's Will.

An unreasonable Custom, as for a Lord to exact unreasonable Fines, for a Tenant to cut down and sell Timber Trees, or the like, is void.

Issue of a Copyholder is beyond Sea at the Time of the Death of his Ancestor: The Custom of the Manor is, That those who claim Copyholds by Descent ought to come at the First, Second or Third Proclamation in Court, to take up their Estates, or else they should be forfeited; after these Proclamations passed, the Heir beyond Sea did not return in two Years, but upon Return prayed to be admitted, and profer'd his Lord his Fine in Court; which the Lord refused to accept of, and to admit the Heir, but seized the Land, as forfeited: It was adjudged in this Case, That it was no Cause of Forfeiture, because the Heir was beyond Sea at the Time of the Proclamations, and the Lord was at no Prejudice.

Copyholder committing Felony makes a Forfeiture of his Estate, though he be afterwards acquitted by the Jury; as some are of Opinion.

Custom of a Manor was, That every Copyholder at his Death should pay to the Lord his best Beast for a Heriot. A Feme Sole within the Manor, Tenant for Life, took a Husband, and died. It was adjudged in this Case, That altho' the Custom was good, yet as this Case was, no Heriot should be paid, because the Wife had not any Goods or Chattels to pay the same.

Custom, that a Copyholder in Fee might name his Successor, and so *in perpetuum*, and that such a Copyholder in Fee might sell Timber, adjudged a good Custom.

Under-Tenant, altho' he be but Tenant for a Year, yet he shall have all the Benefits and Privileges which the Copyholder himself might have, and he is distrainable for the Rents and Services due and payable to the Lord;

Lord; for the Charge lies upon the Land, and not upon the Person.

By the Custom, the Lord, as Chancellor in his own Court, may dispose of a Copyhold Estate, when the Tenant leaves it uncertain.

A Custom which is contrary to the publick Good, or injurious to a Multitude, and beneficial only to some particular Person, is repugnant to the Law of Reason, and consequently void.

All Customs shall in Construction be taken strictly, and shall not extend beyond the Words of it.

A Custom never extendeth to a Thing newly created; but what may be claimed by Prescription may be good by Custom; and what may have Commencement by Grant may be claimed by Prescription.

If the Lord of a Manor is seized of an ancient Copyhold by Forfeiture, or by Escheat, and lets the same at Will, without Copy, for divers Years; this is not any Interruption of the customary Nature of the Land, but that the Lord may grant it again by Copy.

Now I have given you a short Account of every Thing relating to Court-Keeping and Copyholds, according to Law and Custom; I shall close this Introduction with a very good Custom of a Manor at large, as presented on Oath by the Tenants, in a Manor wherein I have been concerned as Steward for many Years past, which is worth your Observation.

The Customs of a Manor.

Manor of *H.* } *The Customs of the Manor of*
 in the Coun- } *H. set down by the Oaths*
 ty of *S.* } *of the Tenants of the said*
 } *Manor, whose Names are*
 } *underwritten, to their ut-*
 } *most Knowledge, at a Court*
 } *of Survey there holden by*
 } *G. L. Esq; Lord of the said*
 } *Manor, the 16th Day of*
 } *August in the Year of our*
 } *Lord, &c. and in the Year*
 } *of the Reign, &c.*

IN the first Place, That the Bounds of the said Manor of *H.* begin at the Lord's Mill, thence as the Water leads to *D.* thence to *L.* thence to the Woods called *P.* thence to *S.* thence to the Foot of *B.* where the two Waters meet; thence up the Hill to *Y.* leaving *P.* on the Right Hand; thence to the East Side of *B.* thence down to *H. Mead*; thence to, &c. Or that the said Manor is bounded on the North with the River *L.* dividing it from the Manor of *L.* belonging to *Y. H. Esq;* on the South with the Manor of *K.* belonging to, &c. on the East with Mere Stones, dividing it from the Manor of *M.* and on the West with Lands of *G. Y. Gent.*

Also, That all Manner of Royalties within the said Manor in Right belong to the Lord of the said Manor, and to no other Person or Persons whatsoever.

Also,

Also, That heretofore, within the Memory of Man, in the Town of *H.* was kept one Market Weekly on the *Saturday*, and also Yearly two Fairs, *viz.* the one on the Five and twentieth Day of *March*, and the other on the 29th Day of *September*, for all Manner of Wares.

Also, That every Freeholder within the said Manor ought to make his Appearance at the Court there holden Yearly; otherwise, without lawful Excuse, to be amerced; and that every customary Tenant ought also to make his personal Appearance at the Court Leet and Law-day, as often as they and every of them shall be summoned; otherwise, without lawful Excuse, to be amerced; unless he be a Seaman, and at the Time thereof at Sea, when he may be lawfully excused.

Also, That every customary Tenant of the said Manor ought to grind all his Corn and Grain at the customary Mill of and belonging to the Lord of the said Manor, so as the Miller in the same use him honestly.

Also, That all the Tenants Yearly, at the Feast of *St. James* the Apostle, ought to make clean the Water Regal from the Lord's Mill down along the Water-course through *H.* Town to the Demesne Lands, as the said Water-course doth lead, every Tenant against his own Ground; if any make Default therein, he is to be amerced.

Also, That the Bailiff, Tythingman, Tenant, and whole Homage within the said Manor, upon the Death, Surrender, or Forfeiture of any Tenant within the same Manor, ought to view the Decay of his Tenement; and if any be, to present the same at the next Court.

Also, That every Tenant by Copy may have three Lives in his Copy, *viz.* the Man, his Wife, and two others; and if the Husband departs this Life, the Wife named in the Copy for Term of her Life may marry again, and hold the Tenement during her Life; but if it happen the Wife dies before her Husband, and the

The Complete Court-Keeper: Or,

Husband marries again, then the second Wife can have but her Widowhood, by the Custom.

Also, That if any be taken Tenant in any Tenement within the Lord's Court, by the Steward there appointed in the Absence of the Lord, by virtue of the Lord's Warrant or Direction therein, the Party so taken Tenant by the said Steward, upon the Direction or Warrant aforesaid, shall quietly enjoy the same during his Term specified in his Copy according to the Custom.

Also, That any Man once taken Tenant in any Tenement by the Steward of the Court in the Presence of the Homage, by the Lord's Consent, and having a Copy, altho' by reason of the Absence of the said Lord the same be not signed, yet the Tenant having such a Copy, shall enjoy the same according to the Custom of the Manor.

Also, That no Tenant within the said Manor can sell, fell or cut down any Oak or Ash, standing or growing upon his Tenement, that he holds of the said Manor, without Licence of the Steward or Bailiff, or some other Officer assigned by the Lord of the said Manor, upon Pain of forfeiting his Tenement for such Offence.

Also, That every Tenant within the said Manor may use the Elms standing and growing upon his Tenement at any Time without any Denial, provided he bestows the same Elms upon the Reparations of his Tenement.

Also, That every customary Tenant and Cottager within the said Manor may at his Will and Pleasure take, dig, and cut Turf, Fern, Heath and Furze, upon the Lord's Common, Hills and waste Grounds within the Precinct of the said Manor, for his Use and Commodity, but can sell none; and for such Sufferance and Licence he shall pay yearly to the Lord's Use Sixpence for Fernage.

Also, That no Tenant of the said Manor can dwell from his Tenement or Cotage for the Space of one Year and a Day, without the Licence and Consent of

of the Lord of the Manor first obtained, upon Pain of forfeiting his Estate.

Also, That the Tenants within the said Manor may not sue one another out of the Court of this Manor, if the said Court can hold Plea of the Action, without Licence from the Lord first had and obtained. The Manner of the Pleas of the Court are an Action of Debt not above one Pound nineteen Shillings and eleven Pence three Farthings; and an Action upon the Case, or of Trespass, in Damages not above the same Sum; and if any offend herein, to be presented and amerced.

Also, That all the Tenants within the said Manor do, at the Command of the Lord of the Manor or his Assigns, attend to make good and perfect the Bounds and Boundaries between him and other Lords next bordering.

Also, That all the customary Tenants within the said Manor ought to have sufficient and necessary Fire-Boot, Frith-Boot, and Stakes, every Year twice, viz. at the Invention of the Holy Cross, commonly called *Holy-rood Day*, and at the Feast of *St. Michael the Archangel*, by the Delivery of the Officers by the said Lord appointed, doing no Waste. Every such Tenant, for such Fire-Boot, Frith-Boot, and Stakes, shall pay yearly unto the said Lord or his Assigns, at the Feast of *St. Michael the Archangel*, Sixpence. And if the Bailiff, or other Officers appointed by the Lord, refuse to deliver the said Fewel, then, in the Presence of two honest Men, they may take it themselves.

Also, That all the customary Tenants within the said Manor ought to have Common of Pasture for their Cattle and Sheep in *Heath-Hill*, *West-H.* and *H. Moor*; and for such Common of Pasture they must drive the Moor of *H.* yearly, and bring all such Cattle there being from Time to Time, as often as they shall be thereunto by the said Lord or his Assigns required and warned; and the same Drift to deliver to the Farmer of the Capital Messuage and Tenement called the *Court-House*.

Also,

Also, That if any Strayers, Sheep, and other Cattle, shall come and happen in the said Manor, and there remain the Space of one Year and a Day without lawful Claim of the Owners, the Tenant, in whose Keeping such shall be, shall pay at the Feast of St. *Michael* the Sum of Sixpence for every Sheep, and have the same ; and for every other Cattle, being in the Custody of them, or any of them, to be and remain to the only Use of the Lord, if they prove Strays.

Also, That every customary Tenant may take and make Tillage upon the Lord's Wastes and Commons, by the Appointment of the Bailiff or other Officer, paying for every Acre so tilled to the Lord's Use yearly, at the Feast of St. *Michael the Archangel*, Sixpence ; and after two Crops had off and from the said Ground, the same to be and remain Common again.

Also, That every customary Tenant holding by Copy of Court-Roll or otherwise, ought to pay his or her Rents due to the Lord of the Manor, within fifteen Days next after the Feast of St. *Michael the Archangel*, and the Annunciation of the Blessed Virgin *Mary*, yearly.

Also, That the Bailiff or Tythingman shall yearly, within the said Manor, nominate and chuse two honest and sufficient Men of the customary Tenants, to be sworn by the Steward, without Partiality or Affection, to assess and deem of all Amerciaments happening at any Court Baron or Law-day, and presented by the Homage against any Person or Persons, either Free Suitors or customary Tenants, of the said Manor.

Also, That at the Death, Surrender, or Forfeiture of any Copyhold Tenant within the said Manor, the Bailiff and Tythingman, with the Homage and Tenants, shall take and chuse the best Goods, living of the Party so deceased, as Ox, Horse, Mare, Cow, Sheep, &c. (But if there be no such living Beast, then

then to chuse the best dead Goods) for the Lord's Use, for and in the Name of an Heriot.

Also, That every Copyholder being principal Taker, having in his Copy three or two Lives, may at any Time at his Pleasure, the Lord of the Manor thereunto consenting, exchange any one of the said Lives, or all of them, so that none of the Reversions of the said principal Taker at first have been chargeable with the Payment of the Fine, or any Part thereof.

Also, That the Lord of the said Manor cannot take in and inclose any Part of the Common, and demise the same to any Tenant, without the whole Consent of the Homage.

*Sworn before me,
on the Day and
Year aforesaid,*

*W. S. Steward of the
said Manor.*

<i>J. F.</i>	} <i>Sworn.</i>
<i>T. H.</i>	
<i>G. J.</i>	
<i>L. M.</i>	
<i>O. F.</i>	
<i>A. B.</i>	
<i>C. D.</i>	
<i>E. F.</i>	
<i>H. G.</i>	
<i>M. A.</i>	
<i>F. B.</i>	
<i>C. E.</i>	
<i>M. L.</i>	

The Manner of Keeping Courts Leet, Courts Baron, and Courts of Survey, with the Charge to the Juries; and the Forms of Entering those Courts in the Minute-Books, and in the Court-Rolls: With Precedents of great Variety of Presentments, Amerciaments, Estreats, Copies of Court-Roll for Life and in Fee, Grants, Surrenders, Admittances, Copies of Licence, and all other Proceedings of that Nature.

THE first Thing that must be done by the Steward, in order to the Keeping of his Court, is to send his Precept to the Bailiff of the Manor, to summon the Tenants to appear at the Time and Place which he shall fix for the Keeping of the Court. This Notice to the Tenants is usually given by the Bailiff a Fortnight before the Court is kept; but if it be less, it is sufficient; and it is commonly done either in the Church of the Manor or Parish which it is in, on a *Sunday* immediately after the Morning Service, or at the Church Door at the same Time.

The Steward's Precept to the Bailiff to warn the Court.

Manor of B. in the County of H. } “ THESE are to will and
 “ require you to Summon and give Notice to the several and respective
 “ Tenants and Persons concerned, to make their Appearances at a Court Leet and Court Baron, to be
 “ held for *W. A. Esq;* for his Manor of *B.* at the
 “ usual Place, on *Monday* the *Twenty-ninth* Day of
 “ this

“ this Instant *October* : And for your so doing, this
“ shall be your sufficient Warrant. Given under my
“ Hand and Seal, the sixth Day of *October* in the
“ Year of our Lord 1764, and in the 4th Year of the
“ Reign of our Sovereign Lord *George* the Third, &c.
G. J. Steward there.

*To the Bailiff of the said Manor
of B. in the County of H.*

If it be a Hundred Court, leave out Manor, and
put in Hundred.

*Another Precept to the Bailiff, to warn a
Court Baron only.*

Manor “ **T**HIS is to will and require you to
of B. “ summon all the Tenants of the
“ said Manor, and all other Persons that do owe Suit
“ and Service to the said Court, personally to be and
“ appear at the Court Baron to be holden for the
“ Manor aforesaid, at the Place accustomed, upon,
“ &c. then and there to do and perform their several
“ Suits and Services, according to the Custom of the
“ said Manor. Given under my Hand and Seal this,
“ &c.

After the Steward hath placed himself in the Court,
he must enter the Title of the Court in the Minute-
Book in the following Manner :

Manor “ **T**HE Court Leet, with the Court Ba-
of B. “ ron of *W. A. Esq;* Lord of the
“ said Manor, held for the said Manor on the twenty-
“ ninth Day of *October* in the Year of our Lord
“ 1764, and in the fourth Year of the Reign of our
“ Sovereign Lord *George* the Third, by the Grace of
“ God, of *Great Britain, France, and Ireland*, King,
“ Defender of the Faith, &c. before *G. J. Gent.*
“ Steward there.

If

The Complete Court-Keeper: Or,

If a Manor,

A. T. Bailiff of the Manor, appears.

And if a Hundred,

S. B. Bailiff of the Hundred, appears.

Then cause the Bailiff, if a Hundred Court, or Tythingman, if a Manor Court, to make three Proclamations, and to repeat after the Steward the Words following :

If a Hundred Court and Court Baron.

ALL Manner of Persons, that do owe Suit and Service to this Court Leet and Law-day, now to be holden in and for this Hundred of *A.* or to this Court Baron, of the Right Honourable *J.* Lord *A.* Baron of *W.* now to be holden in and for this Manor of *B.* draw near, and give your Attendance, and answer to your Names.

If it be a Court Leet and Court Baron of the Manor only.

ALL Manner of Persons, that do owe Suit and Service to this Court Leet and Court Baron, of the Honourable *W. A.* Esq; now to be holden in and for this Manor of *B.* draw near, and give your Attendance, and answer to your Names.

Then call the Constable or Tythingman, and swear him.

Constable sworn.

YOU shall inquire, and true Presentment make, of the several Offences committed in your Office since the last Court, as have come to your Knowledge.
So help you God.

If there be more than one Tythingman, as always is in the Hundred Court, swear them all in like Manner, and receive from them the common Fine or King's Silver.

Then

Then take from them their Resient Rolls, or Lifts of their Tythings; call them over, and mark them that answer thus; *appears.*

RESIENTS of the Tything of *H.* draw near, Resients, and answer to your Names, &c.

After you have called over the Resients of each Tything, call upon the Bailiff, or Tythingman, for the Return of the Hundred Jury; and after Proclamation made, say,

YOU good Men, that are returned to inquire for Jury return-our Sovereign Lord the King, answer to your ed. Names.

Call them over; mark them that appear, *app'*. Call over the Defaulters thrice, and not appearing, fine them 6s. 8d. each.

Then swear the Foreman.

YOU, as Foreman of this Jury shall inquire, and Court Leet true Presentment make, of all such Things as Jury sworn, shall be given you in Charge: The King's Counsel, your own, and your Fellows, you shall well and truly keep: You shall present nothing out of Hatred or Malice, nor shall conceal any Thing out of Love, Fear, or Affection; but in all Things you shall well and truly present, as the same shall come to your Knowledge.
So help you God.

Then swear the Rest of the Jury by four at a Time thus:

THE like Oath that *C. D.* your Foreman hath taken on his Part, you, and each of you, shall well and truly observe and keep on your Parts.
So help you God.

IN

In the second and third Fours say ;

THE like Oath that *C. D.* your Foreman, and others your Fellows, have taken on their Parts, you, and each of you, shall well and truly observe and keep on your Parts.

So help you God.

This Hundred or Court Leet Jury must consist of Twelve or more, and may be chosen out of Strangers or others, being within the Jurisdiction of the Court ; and if the Steward see Cause, and that the Jury do not present every Thing as they ought, but are partial and remiss in their Duty, he may impanel another Jury, to find out the Defaults and Concealments of the former, and fine them 20s. each.

Tenants called over.

Now call over (the Cryer repeating after you) the List of the Tenants, Freeholders, (who are call'd *Free Suitors* of the Court) Leaseholders and Copyholders, and out of the Copyholders chuse your Homage.

After Proclamation, say ;

YOU that are the Lord's Tenants, and are returned to be of the Homage, answer to your Names.

Then call them, and let the Bailiff or Tythingman count them : Then call the Foreman of the Homage to the Book, and swear him :

Homage sworn.

YOU, as Foreman of this Homage, with the Rest of your Fellows, shall inquire, and true Presentment make, &c. (*as the Oath of the Foreman of the Court Leet Jury.*)

Swear the other Homagers by four at a Time also, as the Jury in the Court Leet.

Then

Then after the Proclamation made, say;

ALL you that are sworn, draw near, and hear Charge in the your Charge. What you, that are sworn as to Court Leet. this Court Leet, are now by your Oath obliged to inquire upon, I shall reduce to these two Heads; and they are, either of such Things as are here only inquirable and presentable; or else of such Things as are not only presentable, but punishable also in this Court.

Of the first Sort are the more capital Offences, such as are Petty Treasons, Felonies by Common Law, Felonies by the Statute Law, together with their Accessories; the which Offences, altho' not punishable in this Court, yet are here presentable; and the Presentment must be certified into some superior Court, where the Offenders are to be prosecuted and punished according to Law.

The Offences, that are both presentable and punishable in this Court, are such as these:

First, you are to inquire how the Constable and Tythingman have discharged their Duties in arresting of Felons, pursuing of Hues and Cries according to Law, and apprehending of Rogues, Vagabonds, and sturdy Beggars.

And for the securing such idle and disorderly Persons, there ought to be a Pair of Stocks kept in good Repair in each Tything; for it is the Tythingman's Prison, and a Thing very useful, as the World now goes.

You are also to inquire of Bloodsheds: If any Person within the Precincts of this Leet hath wilfully or maliciously drawn Blood from the Person of another, it is here punishable.

If any Rescous hath been made upon any Person driving of Cattle to be impounded for a Trespass committed, or any Pound-Breach hath been made, and Cattle illegally taken thence without due Delivery.

Keepers and Maintainers of public Places for Carding, Dicing, Skittle-playing, and such like unlawful Games, together with the Frequenters thereunto, are here punishable; so are also common Barretors, as

D

Scolds,

Scolds, Brawlers; and Raisers of Quarrels, Eves-droppers, such as hearken after News, and carry it about with Intent to sow Dissention and Discord among the Neighbourhood.

There's another Sort of Persons very mischievous, and indeed too numerous within this Kingdom, and they are such as have no competent Estates to maintain them, nor will they work to get themselves a Livelihood, but commonly spend the Day either in Sleep or Idleness, and in the Night they betake themselves to robbing of Hen-roosts and Fish-ponds, and such like Villanies. The Law adjudges such Persons very dangerous, and so ought you, if any such come to your Knowledge.

Whosoever shall take, kill, or destroy, any Pheasants or Partridges in the Night-time, or Hares, by tracing them in the Snow, or House-doves or Pigeons, by Guns, Nets, or otherwise, it is here punishable.

You are likewise to inquire of those that do keep and make use of Hounds, Greyhounds and Setting-dogs, whereby to destroy the Game, that have not Estates which by the Law do qualify them for it.

If any Victuallers have conspired together to sell their Victuals but at certain Prices, or have put to Sale any corrupt Victuals not wholesome for Man's Body.

If any Labourers or Artificers have combined together to work but at certain Rates, or at certain Times, or not to finish the Work they have begun, and undertaken to perform.

If any Person hath used false Weights or false Measures, or double Weights or double Measures, that is, a Great to buy by, and a Small to sell by, in Deceit of the People, it is here also punishable.

If a Tanner hath put to Sale any Leather before it be searched and sealed according to the Statute, or any insufficient Leather not being thoroughly wrought, tanned, and dried.

You are likewise to inquire of Offences done and committed by Forefallers, Ingrossers, and Regrators.

A Fore-

A Forefaller is one that doth buy, or cause to be bought, any Corn, or other Victuals whatsoever, that is carrying to the Fair or Market to be sold, before it be brought into the Fair or Market.

An Ingrosser is one that doth buy Corn growing upon the Ground, (otherwise than by Demise or Grant) or any Butter or Cheefe, or other Victuals, with Intent to sell the same again for unreasonable Profit.

A Regrator is one that in open Fair or Market doth buy, and get into his own Hands, Corn, or other dead Victuals, and the same doth sell again in some other Fair or Market within four Miles of the same Place.

You are to make strict Enquiry of such Cottages as are erected contrary to Law; a Practice too much in Use, and found to be very mischievous in most Places. Now the Law is, That if any Person shall set up a Cottage without laying of four Acres of Land to it, or without the Allowance of the Lord of the Soil and the Justices of the Peace in open Sessions, he doth forfeit ten Pounds for his so doing, and forty Shillings a Month for the Continuance of it.

You are also to look into your Highways how they are repaired and amended, and whether the several Persons therein concerned have done their due Services towards the Repairing of the same: And whether the Hedges and Ditches adjoining be kept low, and scoured as they ought to be.

If any Foot-path to Church, Mill, or Market, be denied, that hath been an ancient and accustomed Way; or if any House, Wall, Hedge or Ditch, be set up or made in the Queen's Highway, or any Water-course stopped, or turned thereinto; or any Carrion, Dung, or other offensive Thing, be laid in or near it, or any other Nuisance whatsoever, to the Annoyance of the King's Subjects, it is here punishable.

You are to take Notice what Officers ought of course to be now discharged of their respective Offices, and to present the Names of other fit Persons to serve in their Places.

And you shall inquire of all other Matters by me omitted, that are here in this Court Leet inquirable and presentable, as fully and effectually as if the same had been particularly named to you.

Charge in the
Court Baron.

YOU that are the Lord's Tenants, and are sworn of the Homage, are to inquire of such Things as do relate to the Court Baron of this Manor; and they are either between Lord and Tenant, or between Tenant and Tenant.

And first, You shall inquire what Advantages have happened to the Lord since the last Court, either by Escheats or Forfeitures.

As if any Freeholder of this Manor hath committed Felony, and thereof hath been lawfully convicted; in such Case the King shall have Year, Day, and Waste, and afterwards the Lands will fall to the Lord by Escheat.

If a Bastard, having purchased any Land within this Manor, be dead without Issue of his Body lawfully begotten; in such Case also the Lord shall have his Land by Escheat.

If any Copyholder of this Manor hath committed Felony, and thereof hath been lawfully convicted; it is a Forfeiture of his Copyhold.

If any Copyholder of this Manor hath leased out his Copyhold for more than a Year and a Day without the Lord's Licence, it is a Forfeiture of his Copyhold: Or if for a lesser Term he hath let it out to an Under-tenant, and hath not retained enough thereof in his own Hands, whereby the Lord's Dues may be fairly and justly answered, he is here to be amerced.

If any Copyholder of this Manor hath suffered the Buildings upon his Copyhold to be in Decay, and to fall down for want of Reparation, or hath committed Waste in felling down Timber-trees without Assignment, or in lopping them at unseasonable Times in the Year, whereby they die, or in ploughing up of an ancient Meadow, commonly called *S. Mead*; they are Forfeitures of his Copyhold Estate.

If

If any Copyholder within this Manor, having two Copyholds, hath impaired the one to improve the other, it is a Forfeiture of the Copyhold so impaired.

You shall inquire, whether there be any Rent, Service, or Custom withheld from the Lord; what it is, from whom due, and what Lands are chargeable with it.

You are also to inquire, whether there be any Freeholder of this Manor dead, or that hath alienated his Estate; or any Copyholder dead since the last Court, or before, and his Death not yet presented; what hath happened to the Lord upon his Death, and who is the next Tenant.

If any Bound, Stones, or Land-Marks, between this Lordship and another, or between Tenant and Tenant, have been removed; or if any Incroachment hath been made upon the Lord's Waste, or any of the Lord's Lands be unjustly withheld from him; or any Trespasses upon the Lord's Royalties, by Fishing, Fowling, Hawking or Hunting.

If any Houses want repairing; Hedges, Gates, Stiles, or Bridges, want mending; or Ditches want scouring.

Or if any hath impoverished his Tenement by carrying the Compost or Soil there made, or by penning his Sheep upon other Lands, to the Prejudice of his Tenement.

You are likewise to inquire, whether the several Tenants of this Manor be now here to do their Suit of Court, and who have made Default.

You are also to take Notice, whether the Orders of the last Court, or any other preceding Court, have been duly observed or not; and wherein, and by whom, Default hath been made.

And if there be any Thing else that concerns the Lord's Interest, or any Thing unjustly done or omitted betwixt Tenant and Tenant, you have it in Charge to present.

The Complete Court-Keeper: Or,

After the Charge is delivered, and Proclamation made, say, (the Cryer repeating after you),

Plaints entered.

IF any Man can inform this Court, or Inquest, of any Treasons, Felonies, Bloodsheds, or any other Thing now given in Charge, or inquirable at this Leet, let him come into this Court, and he shall be heard.

If any comes in, swear him :

THE Evidence, that you shall give to this Inquest, shall be the Truth, the whole Truth, and nothing but the Truth.

So help you God.

Then add ;

IF any Man will be essoined, let him come forth, and he shall be received ; or if any one will enter any Plaint, let him come into the Court, and he shall be heard.

After Proclamation made, adjourn the Court, the Cryer saying after you :

Courts adjourned.

ALL Manner of Persons, that have farther to do at this Court Leet or Court Baron, may from hence depart, and make their Appearance here again at Two of the Clock in the Afternoon.

The Steward must deliver to the Foreman of each Jury the Presentments of the preceding Courts, and enter the Names of the Juries, and the Surrenders and Admittances, in his Minute-book, to be ready against the Afternoon.

When they are returned, at Two of the Clock in the Afternoon, after Proclamation, say ;

Court called at the Time adjourned to.

ALL Manner of Persons, that were adjourned to appear at this Time and Place, draw near, and give your Attendance, and answer to your Names.

Call

Call over the Names of the Jury of the Court Court Leet Leet; then ask the Foreman for their Presentment, Jury called, and ask them if they be all agreed of their Present- and their Presentment, and who shall deliver it in for them; (To which they reply, The Foreman :) And if they are contented, it shall be amended in Form, so as it be not changed in Substance; (To which they answer, They are;) and the Steward alters it in Form accordingly.

After the Steward has read over the Presentment, and altered it in Form, as aforesaid, and fixed the Fines, then he shall swear such new Officers as are chosen. Officers sworn.

The Oath of the Constable.

YOU shall well and truly serve our Sovereign Lord the King, and the Lord of this Leet, in the Office of a Constable, in and for this Hundred of B. until you be thereof discharged according to due Course of Law. You shall well and truly do and execute all Things belonging to your Office, according to the best of your Knowledge.

So help you God.

The Tythingman in like Manner for their respective Tythings.

The Hayward's Oath.

YOU shall well and truly serve in the Office of Hayward for the Year ensuing. You shall duly execute all such Process as shall be directed to you from this Court. You shall from Time to Time signify and present all such Pound-Breaches as shall happen to be made during your Continuance in your Office, and in every Thing well and truly behave yourself in the said Office.

So help you God.

The Affeerer's Oath.

YOU shall well and truly affeer and affirm the several Amerciaments here made, and now to you remembred. You shall spare no one out of Love, Fear, or Affection, nor raise or inhance any one out of Malice or Hatred, but impartially shall do your Duties herein.

So help you God.

This Oath is usually administred to two of the substantiallest and most knowing Tenants of the Manor, who are to judge of the Amercements in the Court Baron, and affeer them if they see Cause.

Homage
called and
Presentment.

After the Constables and Tythingmen are sworn, call the Homage, ask for their Presentment, and proceed in it, as in the Court Leet.

Then take Surrenders, and make Admittances.

A Surrender in Court of a Copyhold Estate.

Surrenders
and Admit-
tances taken.

If two, say
Reversion.

I *A. B.* do surrender and yield up into the Hands of *W. A. Esq;* Lord of this Manor, all that Messuage and Tenement, with the Appurtenances within this Manor, now in the Tenure of *C. D.* And all my Estate, Right, Title, Interest, Possession, *Reversion*, Claim, and Demand whatsoever, of, in, and to the same, to the end the Lord may do therewith his Will; and in Token thereof I deliver up this Virge.

If this Surrender be from two Purchasers, one in Possession, and the other in Reversion, they both say the Words above after the Steward, with only this Difference: He in Possession says only *Possession*, and leaves out *Reversion*; and he in Reversion says only *Reversion*, and omits *Possession*: And they both at last deliver up to the Steward a Pen, or small Rod, which he puts into their Hands for that Purpose.

If three Joint Purchasers surrender, it is done after the same Manner.

There's no Occasion for a second or third Life to surrender, if they are not Joint Purchasers; for in such Case the Surrender of the first Life, the Purchaser, is sufficient for all.

After the Surrender is taken as above, the Steward proceeds to Admittance of the same Life, with Additions, on a new Contract.

Gentlemen of the Homage, you are to take Notice, That the Messuage and Tenement with the Appurtenances now surrendred, is again granted to the said *A. B.* as sole Purchaser, (or to *A. B.* and *C. D.* as joint Purchasers;) To hold to him the said *A. B.* (or to them the said *A. B.* and *C. D.*) and *C.* and *D.* his Sons, for the Term of their Lives, and the Life of the longest Liver of them successively, at the Will of the Lord, according to the Custom of this Manor, by the yearly Rent therefore of six Shillings and eight Pence, and by all other Rents, Charges, Works, Suits, Customs and Services therefore due, and of Right accustomed. And for such Estate so had in the Premises, the said *A. B.* (and *C. D.* if joint Purchasers) gives to the Lord for a Fine forty Pounds, in Hand paid, or secured to be paid, and so he is admitted Tenant thereof; and I do hereby give you Seisin thereof, (delivering him a Pen or Rod) to hold the same accordingly.

Admittance of a Copyholder in Court, after the Death of the first or second Life.

YOU are admitted Tenant to all that Messuage and Tenement, with the Appurtenances, within this Manor, whereof *J. K.* lately died possessed: And I do hereby give you Seisin thereof: To hold the same

The Complete Court-Keeper : Or,

same for Term of your Life, (or Widowhood) according to the Custom of this Manor.

Then let him swear Fealty, thus :

Oath of Fealty.

YOU shall swear to become a true Tenant to the Honourable *W. A.* Esq; Lord of this Manor, for the Estate to which you are now admitted Tenant. You shall from Time to Time bear, pay, and do all such Rents, Duties, Services and Customs therefore due, and of Right accustomed. You shall from Time to Time be ordered and justified in all Things at the Lord's Courts, to be holden in and for the said Manor of *B.* as other the Tenants of the said Manor, for their respective Estates, are, shall, or ought to be; and you shall in all Things demean yourself as a faithful Tenant ought to do.

So help you God.

Then make Proclamation, and discharge the Court, the Cryer saying after you ;

Courts discharged.

ALL Manner of Persons, that have appeared this Day at this Court Leet and Court Baron, may hence depart, and keep their Day and Hour again upon a new Summons.

Note, That during the Time of the Court, the Bailiff of the Manor collects the Lord's Rent of the Tenants: And before the Court is discharged, if any Tenant's Death be presented, being a Copyholder of Inheritance, and the Heir comes not in to be admitted, then the Cryer is to make Proclamation, and say ; " If any one can make
" any Title or Claim to the Copyhold Lands and
" Tenements holden of this Manor, of which
" *C. A.* died seised, let him come in, and he
" shall be received, or else the same will be
" seised by the Lord of the Manor for want of
" a Tenant. This is the *first, second, or third*
" Proclamation.

So

So likewise, if the Surrenderee comes not in then, you are to make Proclamation, and say ; “ *A. B.* “ come into Court, and be admitted to the Copyhold Lands and Tenements holden of this Manor, which were surrendered to the Use of you and your Heirs, (or otherwise as the Surrender is) or else the same will be seized into the Hands of the Lord, &c.

And if any come in, admit them after the Manner I have already mentioned ; but before Admittance they must pay the Arrears of Rent, or else the same is lost.

Upon the Death of a Freeholder, the next Heir must make a Recognition to the following Effect : “ I “ *A. B.* do acknowledge to hold of the Lord of this Manor, by Fealty, Suit of Court, and under the yearly Rent of, &c. one Messuage, &c. which I claim by Right of Inheritance, as Son and Heir of *C. B.* my late Father, deceased.

And then he must swear Fealty in the Manner before directed for the Copyholder.

Having led you through the Business in the Court Leet and Court Baron, I suppose I need not say any Thing more to put you in the Way how to keep either of those Courts separate, since the whole Proceedings of both are carried on apart : And for a Court of Survey, that only differs from a Court Baron in this, That besides the ordinary Business of the Court Baron, every Tenant is summoned to bring into Court his Lease, Copy or other Title by which he holds his Estate, at which Time it is surveyed by the Steward, by taking an Abstract of it, and the Lives in Being, and their Ages, in his Minute-book, from which he enters it in the Roll. These Courts of Survey are generally held immediately upon the Descending of a Manor to a new Lord, or upon a Purchase of a Manor,

The Complete Court-Keeper : Or,

a Manor, to inform the new Owner of every respective Estate which he has a Right to as Lord, and the Tenure and Custom by which they are held, and also for the Tenants to attorn to him. Of these Courts I shall say more, when I come to enter them in the Court-roll.

I have a few small scattered Precedents of Things relating to *Court-Keeping*, and of Business done by the Steward at the Time of the Holding of his Court; which I here present you with before I proceed to the Judgment, or Pains and Penalties inflicted in the Court Leet, and the Entering the Proceedings of the Courts in the Minute-books, Contract-books, and Court-rolls.

A Letter of Attorney to enable a Stranger to surrender a Copyhold Estate into the Lord's Lands, instead of the Tenant; the Tenant being sick, and not able to attend the Court.

K NOW all Men by these Presents, That I R. B. of, &c. within the Manor of B. in the County of H. have made, ordained, and appointed, and by these Presents do make, ordain, and in my Stead and Place put and appoint G. L. of, &c. (usually the Bailiff of the Manor) my true and lawful Attorney, for me, and in my Name, to appear at the next Court to be holden in and for the said Manor of B. on, &c. and then and there for me, and in my Name, as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, one Messuage or Tenement, &c. situate, &c. and every Part and Parcel thereof, with the Appurtenances. All which said Premises I the said R. B. do claim to hold (as sole Purchaser) for my own Life, and the Life of R. my Son, by Copy of Court-roll of the said Manor of B. bearing Date, &c. And all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand

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whatsoever, as well of me the said *R. B.* as of *R.* my Son, and of each of us, of, in and to the same; Ratifying, confirming, and by these Presents allowing all and whatsoever my said Attorney shall lawfully do, or cause to be done, in the Premises, by virtue of these Presents. In Witness, &c.

Take the Surrender in Court thus :

Read over the Letter of Attorney in Time of Court, and then let the Attorney say, " *I G. L.* by virtue of
" the Letter of Attorney to me made by *R. B.* and
" of the Power and Authority to me thereby given,
" do, for and in the Name of the said *R. B.* surren-
" der and yield up into the Hands of the Honourable
" *A. B.* Esq; Lord of this Manor, All that Messuage
" and Tenement, with the Appurtenances, within
" this Manor, now in the possession of *S. L.* and all
" the Estate, Right, Title, Interest, Possession, Re-
" version, Claim, and Demand whatsoever, of the
" said *R. B.* and of *R.* his Son, of, in and to the
" same, to the end the Lord may do therewith his
" Will. And in Token thereof I deliver up this
" Rod.

A Letter of Attorney to surrender Copyholds.

KNOW all Men by these Presents, That I *Simon Spend* of — in the County of —, Esq; a customary Tenant of the Manor of — in the County of —, Have made, ordained, constituted and appointed, and by these Presents Do make, ordain, constitute and appoint, *Samuel Sly* of — in the same County, Gent. and *Francis Fang* of — in the same County, Gentleman, my true and lawful Attorney and Attornies, jointly or severally, for me the said *Simon Spend*, and in my Name and Stead, to surrender into the Hands of the Lord or Lords of the said Manor of —, according to the Custom of the same Manor, All that Yard-land, with the Appurtenances, lying

lying and being in — in the Parish of —, heretofore the Lands of —, Gent. and afterwards of —, Gent. held of the same Manor, by the yearly Rent of 20 s. And all that third Part of two Messuages, and of two Half Yard-lands, with their Appurtenances; [*Here follow more Parcels*] And also all and singular other my Copyhold or Customary Messuages, Lands, Tenements and Hereditaments whatsoever, lying or being within or belonging to or held of the same Manor, with their and every of their Appurtenances, and all my Estate and Interest therein, unto and to the Use of Sir *Timothy Tripe*, Knight, and Alderman of the City of *London*, his Heirs and Assigns for ever, according to the Custom of the same Manor, and for me the said *Simon Spend*, and in my Name, to do and execute all and every Act and Thing, Acts and Things, needful and requisite for the making such Surrender as aforesaid, and for procuring him the said Sir *Timothy Tripe*, his Heirs or Assigns, to be admitted to the said Copyhold Premises accordingly, as fully to all Intents and Purposes as if I the said *Simon Spend* were personally present; hereby ratifying and confirming whatsoever my said Attorney or Attornies shall lawfully do, or cause to be done, in or about the Premises. *In Witness, &c.*

The Surrender.

Manor of — in **B**E it remembred, That on the tenth Day of *April* in the Year of our Lord 1764, and in the fourth Year of the Reign of our Sovereign Lord King *George the Third*, *Simon Spend* of — in the County of —, Esq; one of the Customary Tenants of the said Manor, by *Samuel Sly*, Gent. his Attorney, by virtue of a Letter of Attorney to him made by the said *Simon Spend* for that Purpose, bearing Date the second Day of *April* instant, did surrender into the Hands of the Lord of the said Manor, by the Rod, according to the Custom of the same Manor, by the proper Hands and Acceptance of

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Francis Fine, Esq; Lord of the said Manor, All that, &c. to the Use of Sir Timothy Tripe, Knight, &c. his Heirs and Assigns for ever, according to the Custom of said Manor.

*Taken the Day and Year first above
written by me Francis Fine,
Lord of the said Manor.*

Simon Spend.

*The Admittance of the new Tenant by the
Lord out of Court.*

Manor of — in **B** *E it remembred, That after the
the County of — making the Surrender hereunto
annexed, that is to say, on the fifteenth Day of April
in the Year of our Lord 1764. Sir Timothy Tripe in the
same Surrender named, in his proper Person came be-
fore me Francis Fine, Esq; Lord of the said Manor, at
the Mansion House of the said Sir Timothy Tripe, situ-
ate near ——— aforesaid, and desired to be admitted
Tenant to all and singular the Customary Messuages,
Lands, Tenements and Hereditaments mentioned and
contained in the same Surrender, with their and every
of their Appurtenances, to whom the Lord of the said
Manor, by his own proper Hands, in the Presence of
Stephen Sharp, the Lord's Steward for this Turn, did
then and there grant Seisin thereof by the Rod; To have
and to hold the same Messuages, Lands, Tenements and
Hereditaments, with their and every of their Appur-
tenances, unto the said Sir Timothy Tripe, his Heirs and
Assigns for ever, of the Lord, at the Will of the
Lord, according to the Custom of the said Manor,
by Fealty, Suit of Court, and the several yearly
Rents and Services therefore due, and of Right accu-
stomed. And the said Sir Timothy Tripe gave to the
Lord for Fines for such his Estate, and Entry into the
Premisses respectively, as appears in the Margin; the
Fealty was respited. And so (saving to the Lord his
Right) the said Sir Timothy Tripe was admitted Te-
nant*

The Complete Court-Keeper: Or,

nant to the said Premises in Manner and Form aforesaid.

In the Presence of

Francis Fine, Lord of
the said Manor.

His Surrender to the Use of his Will.

BE it remembred, That after the Admission of the said Sir *Timothy Tripe*, as abovesaid, viz. on the said fifteenth Day of *April* in the Year of our Lord 1764. abovesaid, the said Sir *Timothy Tripe* did surrender unto the Hands of the said Lord of the said Manor by the Rod, according to the Custom of the said Manor, by the proper Hands and Acceptance of the said Lord of the said Manor, all and every the Customary Messuages, Lands, Meadows, Pastures, Tenements, and Hereditaments, to which he was admitted, as above mentioned, with their and every of their Appurtenances, and all other his Customary and Copyhold Messuages, Lands, Tenements and Hereditaments, which are Parcel of the said Manor, or are held of the same Manor, by Copy of Court-Roll, to such Uses, Intents and Purposes, as the said Sir *Timothy Tripe* shall in and by his Last Will and Testament in Writing limit, declare or appoint.

Timothy Tripe.

Taken the Day and Year above
written by me *Francis Fine*,
Lord of the said Manor.

This Letter of Attorney and Surrender must be registered in the Court-Roll.

A Letter of Attorney or Warrant from a Lord to a Steward, to keep Courts.

KNOW all Men by these Presents, That I *W. A.* of, &c. Esq; have made, constituted, and appointed,

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pointed, and by these Presents do make, constitute and appoint, *G. J. of, &c. Gent.* my Steward of all my Manors, Lordships, and Hereditaments, in the Counties of *H. and S.* Giving and hereby granting unto him the said *G. J.* and to his sufficient Deputy or Deputies in that Behalf to be made, and to each and every of them, full Power and Authority to keep and hold my Courts Leet, Views of Frankpledge, Courts Baron, and other Courts, within the Limits aforesaid: And to do and execute all Things belonging to the Office of a Steward, during my Will and Pleasure. In Witness, &c.

A Warrant from a Steward to a Deputy.

WHEREAS *W. A. of, &c. Esq;* hath lately constituted and appointed me *G. J.* his Steward of all his Manors, Lordships, and Hereditaments, in the Counties of *H. and S.* and given and granted unto me the said *G. J.* and to my sufficient Deputy and Deputies in that Behalf, and to each and every of them, full Power and Authority to keep and hold all his Courts Leet, Views of Frankpledge, Courts Baron and other Courts within the Limits aforesaid; I the said *G. J.* have therefore constituted and appointed, and by these Presents do constitute and appoint, *W. P. of, &c. Gent.* my Deputy, to do and execute the said Office in my Stead and Place, in all Things, as effectually as if I myself were personally present at the doing thereof. In Witness, &c.

Deputation from a Lord of a Manor to a Steward to collect Rents.

KNOW all Men by these Presents, That I *T. Earl of S. &c.* have made, ordained, constituted and appointed, and by these Presents do make, ordain, constitute and appoint, *W. S. of, &c. Gent.* my Steward and Agent for me, and in my Name, and

E to

The Complete Court-Keeper : Or,

to my Use, to ask, demand, sue for, recover, and receive, all and singular the Rents and Arrearages of Rents, Duties, Heriots, and other the Issues and Profits, of and from all my Estate at, &c. in the County of, &c. and in Default of Payment thereof, to enter into all or any of the Premises, and to distrain for the same; and the said Distress or Distresses to dispose of according to Law; and upon Payment of the said Rents and other Sums of Money to him the said *W. S.* by Virtue hereof, to give Discharges and Acquittances for the same, and act and do all and every other Thing and Things becoming a Steward and Agent, for my best Advantage and Benefit: Ratifying and allowing whatsoever the said *W. S.* shall lawfully do in the Premises by Virtue of these Presents; rendering unto me a true and just Account and Accounts of his Transactions therein, when and as often as thereunto called and required. In Witness, &c.

Deputation from a Lord of a Manor to a Bailiff, to collect Rents, inspect into the Woods, and keep the Tenants to their Duty, &c.

K NOW all Men by these Presents, That I *T. B.* of, &c. Esq; Lord of the Manor of, &c. have made, ordained, deputed, and appointed, and by these Presents do, &c. *T. G.* of, &c. Gent, my Bailiff or Agent, for me and in my Name, and to my Use, to collect and gather, and to ask, require, demand, and receive, of and from all and every my Tenants, that have held or enjoyed, or now do or hereafter shall hold or enjoy, any Messuages, Lands, or Tenements, from, by, or under me, within my said Manor of, &c. all Rents and Arrears of Rent, Heriots, and other Profits, that now are, or hereafter shall become payable, due, owing, or belonging to me, within the said Manor; and in Default of Payment thereof, to distrain for the same from Time to Time, and such Distress

Distress or Distresses to impound, detain and keep until Payment be made of the said Rents and Profits, and the Arrears thereof. And I do also farther empower and authorize the said *T. G.* to take care of and inspect into all and every my Messuages, Lands, and Woods, within the said Manor, and to take an Account of all Defects, Decays, Wastes, Spoils, Trespases, or other Misdemeanors committed or permitted within my said Manor, or any my Messuages, Lands, or Woods there; and from Time to Time to send and transmit to me in Writing a just and true Account thereof, whereby to enable me to redress, reform, and punish all Offenders of that Nature: And farther, to act and do all other Things that to the Office of a Bailiff of the said Manor belongs and appertains. And in Recompence for his Pains, he is to have and receive yearly the Sum of, *£c.* Provided always, That this my Deputation shall continue during my Will and Pleasure, and no longer. In Witness, *£c.*

Letter of Attorney to demand Rent, and on Default in Payment, to enter upon the Premises, in order to Ejectment.

K NOW all Men by these Presents, That I *A. B.* of, *£c.* Esq; have made, ordained, constituted, and appointed, and by these Presents do make, ordain, constitute and appoint, *G. F.* of, *£c.* Gent. my true and lawful Attorney, for me and in my Name, and to my Use, to demand and receive of *C. D.* the Sum of, *£c.* for one Year's Rent due to me at, *£c.* for my House in, *£c.* and on Receipt thereof, to give a sufficient Discharge for the same: And in Default of Payment thereof, for me and in my Name to enter into and upon, and take Possession of, the said Messuage and Premises, and to detain and keep such Possession for my Use. And whatsoever my said Attorney shall do in the Premises, I do hereby ratify and confirm. In Witness, *£c.*

Deputation or Warrant from a Lord of a Manor to his Game-keeper.

TO all People to whom these Presents shall come. I *W. A.* of, &c. Esq; Lord of the Manor of, &c. have made, nominated, and appointed *T. T.* of, &c. my lawful Game-keeper of and for my said Manor of, &c. to look after, and take Care to preserve the Game there: And do allow him, in my Name, to hunt, hawk, fish and fowl, within my said Manor, and the Demesnes thereof, and Places thereto belonging, from Time to Time, during my free Will and Pleasure, and to do all other Things belonging to the Office of a Game-keeper, according to the several Acts of Parliament in that Case made and provided. In Witness, &c.

Note; This Deputation should be entred with the Clerk of the Peace.

A Condition to restrain a Man from Fishing or Fowling on any Part of a Manor.

WHereas the above-bound *T. L.* hath at several Times past been detected of Fishing and Fowling within the Manor and Royalties of the above-named *T. Lord A.* without his Licence or Consent: And whereas upon his Submission to the said Lord *A.* and his Acknowledgment of his said Offences, the said *T. Lord A.* hath been pleased to forbear any farther Prosecution, upon his becoming bound not to offend in the like Manner for the future: Now the Condition of this Obligation is such, That if the said *T. L.* his Heirs, Executors, or Administrators, or either of them, do and shall well and truly pay, or cause to be paid, unto the said *T. Lord A.* his Heirs or Assigns, the full Sum of, &c. of lawful Money, &c. within ten Days next after that he the said *T. L.* shall at any Time here-

hereafter be found Fishing, Fowling, Courfing, or Hunting, or by any other Ways or Means trespassing on any of the Manors, Lordships, or Royalties of the said Lord *A.* his Heirs or Assigns, within the Counties of, &c. or either of them, and Proof thereof made by the Testimony of one or more credible Witnesses; Then, &c. or else, &c.

A Condition for the paying a Sum of Money in Lieu of an Heriot compounded for.

THE Condition of this Obligation is for the true Payment of the Sum of four Pounds, of lawful Money of *Great Britain*, unto the above-named *W. A.* his Heirs or Assigns, for and in Lieu and Recompence of one Heriot, next happening to be due and payable unto the said *W. A.* his Heirs or Assigns, for and in respect of a heriotable Tenement within the Manor of *B.* aforesaid, by him the said *A. B.* now holden for Term of his Life, according to the Custom of the said Manor.

Licence to a Tenant to let his Tenement for seven Years.

LICENCE is granted unto *A. B.* to let his Messuage, with the Appurtenances, within this Manor, or any Part thereof, to any fit Under-Tenant or Under-Tenants, for the Term of seven Years, commencing from *Lady-day* now last past, if he the said *A. B.* shall so long live; so as the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time well and sufficiently repaired and amended, and the Rents, Works, Charges, Customs, and Services therefore due to the Lord, be well and faithfully rendered, paid and performed; otherwise this Licence to be void, &c.

A Surrender of a Copyhold Estate out of Court.

Manor **B**E it remembred, That on the Day of, of M. **B** *Esq.* at S. *A. B.* came before me, and did surrender into the Hands of the Lord of the Manor aforesaid, all that Messuage, *Esq.* within the said Manor, now in the Possession of him the said *A. B.* which he claimed to hold for Term of his Life, by Copy of Court-Roll of the Manor aforesaid, bearing Date, *Esq.* and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well of him the said *A. B.* as of, *Esq.* of, in, and to the same, together with the Copy to be cancelled, to the end the Lord might do therewith his Will.

C. J. Steward there.

Made and taken in
the Presence of

G. S. }
J. H. } Two customary Tenants.

*A Surrender of Copyhold to secure Part of a
Daughter's Portion. This was before
Marriage.*

Manor of — in **B**E it remembred, That on the the County of — thirteenth Day of April in the Year of our Lord 1764, and in the fourth Year of the Reign of King George the Third, *A. A.* of — in the County of —, Esq; one of the Customary Tenants of the said Manor, did in his own proper Person surrender unto the Hands of the Lord of the said Manor, by the proper Hands and Acceptance of *D. A.* the Elder, Esq; Lord of the aforesaid Manor, All that [*insert the Parcels*] to the Use of *E. E.* of — in the County of —, Esq; his Heirs and Assigns for ever, according to the Custom of the said Manor, subject to the Proviso or Condition herein after contained for making void this Surrender; that

is

is to say, provided always, and upon Condition nevertheless, That in case the Marriage intended to be shortly had and solemnized between the said *E. E.* and *H. A.* Daughter of the said *D. A.* shall take effect; then if the Heirs, Executors or Administrators of the said *A. A.* shall and do within three Months next after his Decease well and truly pay, or cause to be paid, unto the said *E. E.* his Executors, Administrators or Assigns, the Sum of 2000*l.* of lawful Money of *Great Britain* (being the Residue of the Sum of 6000*l.* the Marriage Portion of the said *H.* and being also the same Sum of 2000*l.* mentioned in a certain Indenture *Quadrupartite* of Release and Settlement, bearing even Date with these Presents, and made or mentioned to be made between the said *E. E.* of the first Part, the said *D. A.* and *H. A.* of the second Part, and the said *A. A.* of the third Part, and *J. A.* Esq; and *D. A.* the Younger, Esq; Son and Heir apparent of the said *D. A.* the Elder, Esq; of the fourth Part, and therein covenanted and agreed to be paid in such Manner and at such Time as is herein before mentioned;) and then and in either of the same Cases this present Surrender shall cease and be void, or otherwise shall be and remain in full Force and Effect.

A Surrender of a Leasehold Estate by way of Indorsement.

BY these Presents, I *A. B.* of, &c. do surrender and yield up into the Hands of the Hon. *W. A.* Esq; all the Lands, with the Appurtenances, in the Indenture within granted, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of me the said *A. B.* my Executors or Administrators, of, in and to the same, by Force and Virtue of the said Indenture, or by any other Ways or Means whatsoever, together with the same Indenture to be cancelled. In Witness, &c.

*A Surrender of Part of a Copyhold Estate
indorsed on the Copy.*

BE it remembred, That at a Court held on the sixth Day of *May* in the Year of our Lord 1764, the within-named *A. B.* and *C. D.* his Son, surrendered into the Hands of the Lord one Close of Land, called *B.* containing by Estimation four Acres, Parcel of the within granted Premises, which was afterwards granted to *L. P.* by Copy of the Court-Rolls of the Manor within named, at Sixpence Rent, and so there remains of the Rent within reserved One Shilling.

An Exchange of Copyhold Land confirmed.

AT this Court an Exchange of Land is confirmed between *A. B.* and *C. D.* to wit, the said *A. B.* has exchanged a Close called *B.* Parcel of his Tenement, for a Close called *C.* Parcel of the Tenement of the said *C. D.* within the Manor aforesaid.

*Constable not appearing at the Court, ordered
to be sworn in his Office by a Justice of Peace.*

Hundred **A**T the Court Leet and View of Frank-pledge of our Lord the King, held there on the 6th Day of *May* in the Year of our Lord 1764, *A. B.* was chosen to the Office of Constable of the said Hundred (or to the Office of Tythingman for the Tything of *B.* within the said Hundred) for the Year ensuing; but he came not into Court to take upon him the said Office. It is ordered by the Court, that the said *A. B.* shall appear before one of his Majesty's Justices of the Peace, and shall take his Oath for executing the said Office for the Year ensuing, within six Days now next ensuing, under the Penalty of Five Pounds.

Ex. by *G. J.* Steward there.

Words

*Words of Livery and Seisin used on granting
of a Freehold Lease.*

I Do deliver you Possession and Seisin of this House,
in the Name of all the Rest contained in this Deed ;
To hold to you and your Heirs and Assigns, with the
Remainders over (if any) according to the Form, Ef-
fect and true Meaning of this Indenture of Lease.

*The Indorsement of Delivery of Livery and
Seisin on the Back of the Lease.*

BE it remembred, That on the Day of *May*
full Possession and Seisin was had and taken by
J. G. one of the Attornies within named, of the Pre-
misses within granted, and by him delivered over
unto the within named *C. D.* according to the Con-
tents of the within written Indenture, in the Presence
of ———.

The like Indorsement on Sale of Goods.

BE it remembred, That on, &c. quiet and peacea-
ble Possession and Livery was duly executed of
the Goods and Chattels in the Schedule to these Pre-
sents annexed mentioned, by the within named *F. G.*
by the Delivering unto the said *A. B.* Parcel of the
Goods, (*viz.* at, &c.) in the said Schedule men-
tioned, in the Presence of ———.

*Steward's Warrant to the Bailiff to assign a
Timber-Tree to a Copyholder for Repairs.*

Manor **A.** *B.* is allowed the Timber-Tree of *J. B.*
of B. now standing in *L.* within the Manor
aforesaid, the same to be had and taken from and out
of the Tenement of *C. D.* by the Consent of the pre-
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The Complete Court-Keeper: Or,

sent Tenant, and by your Assignment, for and towards the Repairing of his Tenement there, and not otherwise. Given under my Hand this Day, &c.

To J. K. Bailiff of
the said Manor.

G. J. Steward there.

*Steward's Warrant to the Bailiff to levy
Amerciaments in the Court Baron.*

Manor **E**STREATS of Amerciaments of certain
of B. Courts Baron there holden, as followeth.

Of *A. B.* a customary Tenant there, for
refusing to appear at a Court there hold-
den the Day, &c. being thereunto law-
fully summoned by the Bailiff ——— } ^{l. s. d.}
o i o

And so on.

YOU are hereby authorized and required to levy
by Distress of the Goods of the Persons above-
named, the several and respective Sums of Money on
them imposed as abovesaid; and that you answer the
same when thereunto required. Given under my
Hand the Day, &c.

To *A. B.* and *C. D.*
Bailiffs there, and
to each of them.

G. J. Steward there.

A Petition

A Petition to the Justices of the Peace for erecting of a Cottage on the Wast.

But see now
Stat. 15 Geo.
3. c. 32.
whereby St.
31 El. c. 7.
respecting
Cottages
is repealed,

To the Worshipful the Justices of the Peace, at the General Quarter Sessions of the Peace, now holden, at, &c. in the County of, &c. this Day, &c.

The humble Petition of A. B. of, &c. in the County aforesaid, Husbandman,

Humbly sheweth,

THAT whereas your Petitioner being with his Wife and Children settled as an Inhabitant of and in the said Parish of, &c. and at present destitute of an Habitation, hath by Address made to the Rt. Hon. T. Lord A. Lord of the Manor aforesaid, obtained his Lordship's good Favour and Consent under his Hand and Seal, for your said Petitioner to erect and set up a Cottage on the Wast, within the Parish of, &c. aforesaid, for an Habitation for himself and his Family, if an Order of Sessions might be obtained for Confirmation thereof, as by the Papers hereunto annexed may appear.

May you therefore be pleased to grant unto your poor Petitioner the Order and Decree of this Court, whereby your said Petitioner may be enabled to set up a Cottage for an Habitation for himself and poor Family, on some convenient Place on the Wast within the Manor aforesaid, to be assigned by his Lordship or his Steward.

And your Petitioner shall ever pray, &c.

A. B.

The

The Lord's Consent.

UPON the Petition of *A. B.* and the Certificate of the Inhabitants of the Parish of, &c. I do hereby give my Consent, being the Lord of the Manor of, &c. aforesaid, That the said *A. B.* shall and may erect and set up a Cottage for his Habitation, in some convenient Place on the Wast within the Parish aforesaid, to be assigned him by my Steward; provided that an Order of Sessions be procured according to Law for Confirmation thereof. Witness my Hand and Seal the Day, &c.

The Form of a Tenant-List.

10 July
1740.

A List of the Tenants of the Manor of *B.* in the County of *C.*

Tenants Names.

	1739.	1740.
Thomas F. Gent.	L. app.	ff.
William G. Gent.	L. ff.	app.
Henry H. Gent.	L. app.	app.
Abraham J. Gent.	C. exc.	app.
Lawrence K.	C. app.	exc.
Robert L.	J. app.	app.
Richard M.	J. ff.	exc.
Tobias N. in right of his Wife.	J. exc.	app.

Note; The Mark *L.* signifies Freeholders, which are called Free Suitors of the Court.

The Mark *C.* signifies Copyholders.

The Mark *J.* signifies Leaseholders.

The Mark *app.* is for appearing; *ff.* for Essoin; *exc.* for excused by reason of Age or Sicknefs.

Every Court you keep, add a Line; and as any of the Tenants die, strike him out, and put in the Name of the succeeding Tenant in his Place.

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The Judgment, or Pains and Penalties to be inflicted on Offenders in the Court Leet, according to Act of Parliament; very necessary to inform the Steward how to impose Fines when any of those Offences happen to be committed within the Jurisdiction of the Court.

AND first you must understand, That High Treasons, Petty Treasons, and Felonies, which are against our Sovereign Lord the King, are to be inquired of, and presented at this Court, but not punishable here; the which Offences you must set down in Writing indented and sealed, the one Part to remain with the Steward, the other with the Jury; and the same must be delivered to the Justices of the next Assizes holden within the County.

But although such Treasons and Felonies cannot be punished in this Court, yet the Offenders are to be examined by the Steward, and committed to the County-Gaol, and the Examination must be certified to the next Gaol-Delivery or Assizes, as above.

The Constable represents the King's Person to keep the Peace, and is an Officer at Common Law. In King *Alfred's* Time it was done by the Sheriffs; but People increasing, they were forced to divide the Counties into Hundreds, and appoint High Constables and Petty Constables, for the better looking after and keeping the Peace. They may command any Man to assist them in pursuing Felons, Riots, Assaults, Affrays, &c. They are governed by the Justices of Peace, to whom they are Assistants.

The Tythingman is an Assistant to the Constable, each Hundred being divided into several Districts, over which is a Tythingman, to do as well the Business of a Tythingman, as to keep the Peace.

Hues

The Complete Court-Keeper: Or,

Hues and Cries after Thieves and Robbers, if they are not well pursued, the Offender forfeits 5 *l*.

If Constables or Tythingmen are remiss in executing their Office upon Vagabonds, Rogues; and sturdy Beggars, for every Neglect they are to forfeit 20 *s*. and every Body which feeds them, or sustains them, forfeits 10 *s*. for every Offence.

There are six Kinds of Treasons, *viz*.

1. By compassing, or imagining the Death of the King, Queen, or Prince, and declaring the same by some Overt-Act.

2. By killing the Chancellor, Treasurer, Justices of either Bench, or of Assize, Oyer and Terminer, in the Administration of Justice.

3. To violate or carnally know the Queen, the King's eldest Daughter unmarried, the Prince's Wife.

4. Levying War, and adhering to the King's Enemies.

5. Counterfeiting the Great Seal, the Privy Seal, or the King's Coin.

6. By bringing counterfeit Money into *England*, like the King's Coin.

Judgment in High Treason is Death, and Forfeiture of all their Lands, Goods and Chattels, Corn growing, and Debts, as they had at the Time of their Attainder and Corruption of Blood.

Petty Treason is where a Servant killeth his Master, a Wife killeth her Husband, Ecclesiastical Persons killing their Ordinary. Aiders, Procurers and Abettors, are adjudged to be within this Act.

Judgment in Petit Treason is Death, but Loss of Goods and of Lands during Life only, and no Corruption of Blood, or Forfeiture of Dower.

Felony is an Act executed with a bitter, fierce, malicious and clandestine Mind.

Felonies are by Common Law, or by Statute Law; Felonies by Common Law are against the Life of a Man,

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Man, as Manslaughter, *Se defendendo*, Murder ; against the Goods, as Larceny, Robbery ; against the Habitation, as Burglary, Burning ; against the publick Justice, as Breach of Prison.

Felonies by Statute, are stealing of Goods which by Agreement he is to use, or shall be let or lent to any Person in Lodgings, or other Places of the same Nature, &c.

Judgment in Felony is Death, and Loss of Lands and Goods.

Sacrilege, *viz.* the taking away of Ornaments feloniously out of Churches or Chapels, is Felony, punishable with Death, and no Benefit of Clergy.

Feloniously Burning of Dwelling-houses, Barns, or Stacks or Mows of Corn in the Night, is punishable with Death, and Loss of Lands and Goods.

Stealing the Goods of another without any Colour of Law, to the Value of 12 *d.* is Larceny, and not punished by Death, but Loss of Goods.

But if any one approach the Person of another in the Highway, and robbeth him of his Goods, if it be but to the Value of 1 *d.* it is Felony, and punishable with Death.

In High Treason, the Procurers before the Fact, or the Receivers of a Traitor afterwards knowing him to be so, are Principals. In all other Felonies, and in forcible Entries, Riots, and all Trespasses, the Aiders, Consenters or Abettors, if they are present at the Time when the Fact is committed, tho' it is personal, and done but by one, yet these are all Principals ; but if not present, then they are Accessaries before the Fact ; so likewise if they be in the same House, and not in View of the Felony.

The Presence or Absence of the Party makes the Difference between the principal Offender, and the Accessary before the Fact ; for if he is present, then he is Principal, if he encourage, advise, or abet ; but if absent when the Thing is done, then he is Accessary before the Fact.

Accessaries

Accessaries in Felony are such as follow, *viz.* Those who command, conceal, allow and consent; who see, and could prevent it; who held, and are in the Force; who are Partners in the Gain; who knew thereof, and did not interrupt or hinder it by forbidding, or those who knowingly receive such Offenders.

Procurers and Abettors in stealing of a Woman, or taking her against her Will, and those who receive her knowing her to be stolen, are all Principal Felons.

If a Man advise another to rob a Person in the Highway, and instead thereof he kills him; in such Case the Adviser is Accessary to the Murder, because his Advice was to pursue an ill Act, and therefore he is guilty of the ill Consequences of it.

If any Persons receive, relieve, or assist Felons, knowing they have committed Felony, they are Accessaries after the Fact.

Accessary of an Accessary, is he that wittingly receives an Accessary to a Felony, Husband and Wife excepted.

The Acquittal of the Principal is the Discharge of the Accessary.

Bloodshed, *viz.* Murder, is a wilful and felonious Killing another upon premeditated Malice, whether secretly or openly. Premeditated Malice is either Express, or Implied; Express, when it may be evidently proved that there was Ill-will; Implied, when one killeth another suddenly, having nothing to defend himself; as going over a Stile, &c.

A Maid Servant and a Stranger conspired together to rob the Mistress, and in the Night-time the Servant let the other into the House, and lighted him to her Mistress's Bed, where he killed her, the Servant not assisting or saying any Thing. This is Murder in the Stranger, and Petit Treason in the Servant.

If a Wife and her Servant conspire to kill the Husband, and appoint both Time and Place, and the Servant alone, in the Absence of the Wife, killeth him; this is Petit Treason in both.

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Manslaughter is the unlawful Killing a Man without premeditated Malice; as when two, that formerly meant no Harm one to another, meet together, and upon some sudden Occasion falling out, the one killeth the other. It differeth from Murder, because it is done without foregoing Malice. Benefit of Clergy is admitted for the first Offence.

Mayhem signifies a Corporal Hurt, by which a Man loseth the Use of any Member that is or might be any Defence unto him in the Time of Battle. It is Felony.

Stocks and Pound, if not kept in Repair in each Tything, the Tything may be fined 5 *l*.

Rescous is a Resistance against a lawful Authority, and by Violence taking away a Prisoner, or procuring his Escape. If the Person rescued hath committed Felony, and was arrested for it, then rescuing of him is Felony.

So if a Man distrains Beasts for Damage-feasant, (*i. e.* for breaking out of another Man's Grounds into his) and as he drives them in the Highway towards the Pound, they enter into the Owner's House or Lands, and he withholds them there, and will not deliver them on Demand, this Detainer is a Rescous.

If a Distress be put in the open Pound, and they die, it is at the Loss of the Owner; but if in another Place otherwise.

If an Inn-keeper keep an Inn without Licence, he forfeits 20 *s*. If a Feme Covert keeps an Alehouse without Licence, her Husband may be punished.

If an Inn-keeper or Alehouse-keeper suffer Townsmen to sit tippling in his House, he forfeits 10 *s*. to the Poor, and the Townsmen 3 *s*. 4 *d*. each.

A Barretor is a common Mover and Stirrer up, or Maintainer of Suits, Controversies or Quarrels, in the Courts either at *Westminster* or in the Country; in disturbing the Peace, detaining Possession of Houses in Controversy, not only by Force, but Subtilty. This is an Offence at Common Law, for which a Man may be indicted at the Quarter-sessions.

Eves-droppers are fined at the Discretion of the Jury.

Where Fish is unlawfully taken without the Consent of the Owner, the Offender must pay treble the Damage or Value, and 10 s. to the Poor, and give Security not exceeding 10 l. never to offend in the like Nature any more.

If any Viſtualler, Inn-keeper, Higler, Petty Chapman, or Carrier, shall have in his Possession, Hare, Pheasant, Partridge, Heath-Game or Grouse, and the same proved by two Witnesses, (unless such Game be sent by Persons qualified to kill Game) such Viſtualler, &c. forfeits 5 l. one Half to the Informer, and the other Half to the Poor of the Parish where the Offence is committed, or be sent to the House of Correction for three Months.

If any Man be guilty of the Fact, and informs of others, he has the same Privilege as other Informers have.

No Person shall make use of Hounds, Greyhounds, or Setting-dogs, whereby to destroy the Game, unless he hath an Estate to qualify him for so doing, under the Penalty of 5 l. to be distributed as above.

If any Game-keeper shall kill Game, under Pretence for the Use of the Lord of the Manor his Master, and the same shall sell to Chapmen or other Persons; he is to suffer three Months Imprisonment at the House of Correction.

Viſtuallers shall sell their Viſtuals at reasonable Prices, or otherwise to forfeit double the Value thereof.

Viſtuallers conspiring together to sell their Viſtuals but at certain Rates or Prices, forfeit for the first Offence 10 l. to the King, the second Offence 20 l. and for the third Offence 40 l. and if not paid, to stand in the Pillory, and lose one of their Ears.

Labourers and Artificers conspiring together to work but at certain Rates, are under the same Penalty as Viſtuallers.

Double Weights or Measures: If any Person make use of such, he shall forfeit double the Quantity of Grain or Thing sold, and suffer one Year's Imprisonment, and be ransomed at the Will of the King. And the

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the like if he buy or sell with Weights or Measures not sealed and stamped according to the Statute.

If a Tanner put to Sale Leather before it is sealed and searched according to the Statute, he forfeits 6 *s.* 8 *d.* a Hide, and for a Dozen of Sheep Skins 3 *s.* 4 *d.* besides the Hides and Skins, or Value thereof, and if not sufficiently tanned and dried, he forfeits the whole.

Forefallers, Ingrossers, and Regrators, for the first Offence forfeit the Goods so bought, and must be committed for two Months without Bail; for the second Offence double the Value of Goods, and must be committed for six Months; and for the third Offence lose all their Goods, must stand in the Pillory, and be committed during the King's Pleasure. The Prosecution must be within two Years after the Offence is committed. One Moiety of the forfeited Goods goes to the King, and the other to the Prosecutor. Fishmongers and Butchers are not within this Law, if they buy only Things belonging to their respective Trades.

Where Cottages are erected contrary to Law, the Offenders are liable to the Forfeitures mentioned in the Charge.

If Highways be not repaired as they ought, the Steward may amerce the Persons concerned as he pleases, with the Consent of the Jury. Every Person not scouring his Ditches as he ought, and keeping his Hedges and Trees according to the Statute, shall forfeit for every such Default 10 *s.*

If a Man hath eight Plow-lands, tho' they are all Pasture, yet he ought to find eight Teams for six Days; and if the Lands lie in several Parishes, he allows only to the Parish where he resides, or the greatest Part of his Estate lies.

Note; A Plow-land is about 50 *l.* a Year.

Surveyors of the Highways may dig Gravel, &c. upon any Body's Ground, as lies most convenient to the Highway, to repair the same, so as he pays the Owner of such Ground the Damage thereby sustained within a Month.

The Complete Court-Keeper : Or,

Labourers refusing to work at the Highways, being by the Surveyors required, forfeit double the Value, or what the Justices shall think fit.

If any Person sets up a House, Hedge, or Shed, or lays Timber or Stones in the Highway, and thereby making the same less than twenty Foot wide, he forfeits 5 *l*.

For every common Nuisance, as laying Carrion, Dung, or other offensive Things in the Highways, &c. the Offender forfeits 20 *s*.

A Surveyor neglecting to view the Ways, and to give an Account thereof to the Justices when required, forfeits 5 *l*.

If any Person shall refuse to serve the Office of Surveyor, having no lawful Excuse for his so doing, and being nominated, he must likewise forfeit 5 *l*.

All Surveyors of the Highways are to give public Notice in Church the *Sunday* after *Easter* Yearly; and every Man having a Team or Plow-land, either Arable or Pasture, is obliged to send two able Men with the Team and Tools, to work four Days between *Easter* and *Midsummer*, eight Hours in each of the said Days, under the Penalty of 10 *s*. for each Day.

Every Cottager is obliged to work himself, or find a Labourer in his Stead, under the Penalty of 1 *s*. each Day.

All Forfeitures of this Nature are to be employed towards mending the Ways.

A great many of these Offences, relating to the Court Leet, are punished by the Judges at the Assizes, or by the Justices of Peace at their General Quarter-Sessions and Petty Sessions, which are held very often, and the Court Leet but seldom.

And as for the Offences committed relating to the Court Baron, they are punished by the Steward and Jury, and the Penalty or Amerciament is usually at least double the Value of the Thing presented, or the Prejudice thereby sustained.

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The Complete Court-Keeper: Or,

l. s. d.

N. ———— 0 5 1 } L. M. Tythingman there came
and was sworn.
A. ———— 0 4 9 } N. O. Tythingman there came
and was sworn.

Jurors for our Lord
the King.

Homage.

Robert S.	} Sworn.	Alexander B.	} Sworn.
Edmund B.		Thomas C.	
Francis F.		Abraham D.	
Robert D.		William E.	
Thomas H.		Edward F.	
George A.		John G.	
John P.		Thomas H.	
Christopher M.		George J.	
William C.		William K.	
George W.		Francis L.	
John L.	Robert M.		
John P.	Thomas N.		
Thomas F.	Edward O.		

Affeerors { Thomas R. } Sworn.
William T. }

A Surrender. p. Christopher M. } Surrender of one Messuage, and
h. John his Son. } one Yard-land, with the Ap-
purtenances, lying in H. with-
in the said Manor, now in the
Tenure of the said Christo-
pher M.

Admittance upon Retain-
king. p. the said John M. } Admittance to the said Premis-
p. Elizabeth his } ses at the yearly Rent of 16s.
Wife. } and an Heriot when it shall
p. the said Christo- } happen, and for a Fine, 35^l.
pher M. } Admitted and sworn,

p. Richard

p. Richard H.
h. Eliz. } his
h. Mary, } Dautrs. } Admittance to one small Admittance Dwelling-house, with a on new tak-
Garden adjoining, contain- ing.
ing by Estimation six Perches, late in the Tenure of *W. U.* and Part of the customary Tenement of the said *W.* and by him the said *W.* with the said Tenement lately surrendered, at the yearly Rent of 6 *d.* and for a Fine, ——— 3 *l.*
Admitted and sworn.

Edward B. } Admittance to one Cottage, 2d or 3d Life with the Appurtenances, admitted. within the said Manor, late in the Tenure of *W. F.* dec.
Admitted and sworn.

h. Francis S. } Surrender of the Reversion of a Surrender. Messuage, with the Appurtenances, within the said Manor, now in the Tenure of *J. W.* Widow, for Term of her Widowhood.

p. Charles W. } Admittance to the said Premis- Admittance. ses at the yearly Rent of 13 *s.* and one Heriot, when it shall happen, at 3 *l.* by Composition, and for a Fine — 30 *l.*

p. John K. for Life of John K. his Son. } Admittance to the Reversion of Admittance one Close of Pasture, called to a Reversion. *S.* after the Death of *D.* and *S.* at the yearly Rent, when it shall fall, of 10 *s.* 3 *d.* and one Heriot of the best, &c. for a Fine — 6 *l.*

2d Life ad-
mitted in
Right of his
Wife.

John H.

} **A**dmittance in Right of his
Wife to one Tenement,
with the Appurtenances,
within the said Manor, late
in the Tenure of *J. B.* de-
ceased.

Surrender.

p. John A.
p. Charles W.

} **S**urrender of one Close of Mea-
dow, called *L.* containing
one Acre, and one Close of
Arable Land, called *O.* con-
taining four Acres, within
the said Manor.

Admittance
thereto, and
to other
Lands added.

p. John A.
p. Andr. } his
h. John, } Sons.

} **A**dmittance to the said Premis-
ses; as also to one Dwelling-
house, with the Garden and
Orchard adjoining, contain-
ing by Estimation one Acre
and five Roods, and one
Close, called *O.* containing
one Acre. Also to two other
Closes, called *P.* and *J.* Also
to Parcel of a Meadow,
containing ten Roods, late-
ly inclosed out of a Close
called *A.* within the said
Manor, and late in the Te-
nure of *A. A.* Father of the
said *J.* and lately surren-
dered by the said *A.* at the
Yearly Rent of 7 s. 8 d.
and for a Heriot, when it
shall happen, 30 s. and for
a Fine ——— 16 l.

p. Thomas

p. Tho
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- p. *Thomas K.* for
the Lives of
h. *John* his Son,
h. *John* Son of the
said *John*,
h. *Thomas*, Son of
Thomas K. of
S.

Admittance to one Tenement Admittance
and five Acres of Land, to-on new tak-
gether with Common of Pas- ing.
ture for forty Sheep and two
Cows in *H. Wood*; and also
to one Lime-kiln, with the
Appurtenances, within the
said Manor, late in the Te-
nure of *John B.* deceased; at
the yearly Rent of 8*s.* 5*d.*
and for a Heriot, when it shall
happen, 35*s.* or of the best,
&c. and for a Fine 156*l.*

When these Proceedings are entred at large in the
Court-Roll, and the Copies are made out, draw a
Line at the Bottom, and put the Words underneath:

Inrolled, and Copies made.

Note; p. Stands for Purchaser; and if there be two
or more with the Letter p. before them, they are
joint Purchasers; and in some Manors every
Man-Purchaser hath the Benefit of a Widow-
hood.

h. Signifies a Life put in by the Purchaser, as the
second or third; which may be exchanged at the
Purchaser's Pleasure; but no Purchaser's Life, if
it be second or third Life, may be altered or ex-
changed without his Consent, which is the Ad-
vantage a Purchaser has beyond another.

Entry

Entry in the Minute-book of the Court Leet and Court Baron, extending only to a Manor, and not to a Hundred.

Manor } *The Court of View of Frankpledge, of B. } with the Court Baron of the Right Honourable Thomas Lord A. Baron of W. held for the said Manor, at on the Twenty-fourth Day of October in the Year of our Lord 1764, and in the Fourth Year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. Before G. J. Gent. Steward there.*

Bailiff of the Manor, — *Tho. K. app.*

Tythingman, ——— *A. R. Tythingman there, came and was sworn,*

Jurors for our Lord
the King.

Homage.

The Juries, and Surrenders and Admittances, to follow exactly after the same Manner as in the Hundred Court, and Court Baron.

Court

Manor
of S.

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p. Rob
p. Rob
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Here

Manor
of B.

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Court Baron only.

Manor } THE Court Baron, or Manor Court of
of S. } William A. Esq; held there on the third
Day of May in the Year of our Lord
1764.

William B. }
Edward B. } Sworn.
James C. }

p. Robert H. }
p. Rob. his Son, } Admittance to one Messuage
p. Mary his Da. } or Tenement with the Ap-
purtenances, late in the Te-
nure of A. B. deceased, at
the yearly Rent of 3s. and
for a Fine ——— 20l.

Admitted and sworn.

Here follow Surrenders and Admittances, as before.

The Contract Book.

Manor } At a Court Baron there held for
of B. } W. A. Esq; the Twenty-fourth
of October, 1764.

Fines received for Purchases, contracted for at the last Court.		l. s. d.		
Received of D. R. in full of his Fine		50	00	00
Received of C. D. in full of his Fine		40	00	00
Received of E. F. in full of his Fine		70	00	00
Received of G. H. in full of her Fine		30	00	00
Total		190	00	00

Contracts

Contracts made.

A. B.

Contracted with *A. B.* in Consideration of a Surrender already made by *T. B.* of all the Estate which he claimed to hold for his own Life, of and in three Closes of Arable Land, Parcel of his Customary Tenement, there to grant the same for three Lives, to be nominated by the said *A. B.* at the next Court to be holden for the said Manor of *B.* (whereof the first of them to be made sole Purchaser) at the Rent of 6s. 8d. one Heriot, and for the Fine of sixty-five Pounds.

A. B.

This Contract being entred into the Book, the Purchaser signs it, as above, and the Steward gives him a Copy of it signed by him, with the Addition of the Manor, and Time of the Court held.

Contract to turn a Widowhood into Life by Lease, exchange a second Life, and add a third.

C. D.

THEN contracted and agreed with *C. D.* of, &c. That in Consideration of the Surrender of a Copy of Court-Roll, bearing Date, &c. whereby she holds a Messuage or Tenement, and thirteen Acres of Land called *W.* lying and being within the Manor aforesaid, for her Widowhood, and during the Life of *S. D.* And also for and in Consideration of the Sum of sixty Pounds of lawful Money of Great Britain, to be paid as follows, *viz.* Thirty Pounds, Part thereof on the five and twentieth Day of *March* next ensuing the Date hereof; and thirty Pounds more, the remaining Part thereof, on the nine and twentieth Day of *September* then next following; shall have a Lease of the Messuage or Tenement, and thirteen Acres of Land aforesaid, with all and singular its Appurtenances: To hold to the said *C. D.* for 99 Years, if she the said

C. D.

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C. D. aged about thirty Years, *J. D.* her Daughter, aged about seven Years, and *D. E.* of, &c. aged about twenty Years, shall so long live, under the yearly Rent of ten Shillings, Heriot best Beast or Goods, or three Pounds in Lieu thereof, at the Lord's Election.

The said *C. D.* to have Liberty to exchange either of the Lives *gratis*, provided it be done within the Space of two Years, and that all the Lives be then living, and in perfect Health.

C. D.

A short Contract for three Lives in a Copyhold Tenement.

THEN contracted with *E. F.* of, &c. Gent. in *E. F.* Consideration of the Sum of, &c. to grant to him a Copy of the Messuage or Tenement, with its Appurtenances, called *S.* late in the Possession of *G. L.* deceased; To hold to him the said *E. F.* for and during the Lives of *J. F.* Son of the said *E. F.* *J. F.* Son of *A. F.* and *J. F.* Son of *J. F.* of, &c. Lord's Rent 8s. 3d. Heriot 2l. 10l.

E. F.

THEN contracted and agreed with *G. H.* of, *G. H.* &c. to grant to her a Lease in Reversion of a Messuage and Tenement, containing thirteen Acres and one Yard of Land, Meadow and Pasture, lying in *S.* within the Manor aforesaid; To hold to her the said *G. H.* immediately after the Death, Surrender or Forfeiture of *H. H.* for 99 years, if the said *G. H.* aged about, &c. and *J. H.* her Son, aged about, &c. shall so long live; Lord's Rent 13s. 7d. a Year, Heriot best Good, for the Fine 62l. to be paid on Delivery of the Lease.

Provided, and this Contract is upon Condition, That the said *H. H.* *G. H.* and *J. H.* be living at the Time of the paying the Fine of 62l. and Delivery of the Lease, and not otherwise. *G. H.*

THEN

J. K. L. M. **T**HEN contracted and agreed with **J. K.** of, &c. and **L. M.** of, &c. his Son, That in Consideration of the Sum of, &c. to be by them the said **J. K.** and **L. M.** immediately paid down, they the said **J. K.** and **L. M.** shall have a Copy in Reversion of a Tenement, with the Appurtenances, lying in the Manor aforesaid, now in the Possession of **E. L.** To hold the said Tenement, &c. to them the said **J. K.** and **L. M.** immediately after the Death, Surrender, or Forfeiture of the said **E. L.** for Term of their Lives successively, under the yearly Rent of, &c. Heriot, &c.

J. K.
L. M.

L. M.

THEN contracted with **L. M.** of, &c. to grant to him the Life of **J. M.** his Son, in Reversion of **D.** and **J. F.** of and in a Copyhold Ground, called **S.** containing three Acres, lying within the Manor aforesaid; Lord's Rent 10s. 3d. a Year, Heriot best Beast, for the Fine 10l.

When these Contracts are entred fair in the Book or Register, put underneath *Inrolled*, and draw a Line to separate the Proceedings of each Court.

Inrolled.

When you enter the Contracts in the Register, begin them as follow: "It was then contracted and agreed by and between **G. J.** Gent. (on the Part and Behalf of **W. A.** Esq;) and **J. S.** of, &c. Yeoman, That for and in Consideration of the Sum of, &c." And so go on according to the foregoing Precedents.

Rate of Purchases.

THE usual Demands for Purchases are, For Three Lives by Copy, fourteen Years Purchase:

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Eight for the first Life, Four for the second, and Two for the third ; or Seven, Five, and Two.

Freehold Lease for three Lives the same ; Chattel Lease for three Lives, thirteen Years Purchase.

Exchange of a Life, One Year's Purchase, unless there be only one on the Estate, and then Two Years Purchase ; Turning a Widowhood into Life, Two Year's Purchase ; a Widowhood One Year's Purchase ; for Exchange of a Woman's Life for a Man's Two Year's Purchase ; Respect to be had always to Ages and Sex, and also Constitutions of Health.

Upon Renewal of Copies in case Men are put in, then Seven Years Purchase for two Lives in Reversion of One.

But these Demands for Alterations are upon Condition the Lives exchanged are well in Health ; for if not, you must enlarge your Demands, as you see Cause.

An Estate or Manor stated out on Lives, the Fee thereof will yield, if to be sold, as follows, *viz.* Nine, Seven, and Five Year's Purchase, after One, Two, and Three Lives by Copy ; and Ten, Eight, and Six Years Purchase, after One, Two and Three Lives by Lease ; and Twenty Year's Purchase for the Lord's Rent, and Demesnes or Lands in Hand.

Fees of the Steward.

FOR Drawing and Ingrossing a Pair of Leases, in some Manors 32*s.* in others 1*l.* 1*s.* 6*d.* and in others but 15*s.*

For a Copy and Admittance, in some Manors 20*s.* in others 15*s.* and in others but 6*s.* 8*d.*

For Admittance after the Death of a Life, 4*s.* 6*d.* whereof 2*s.* goes to the Bailiff, and 6*d.* to the Cryer.

Contract

Contract Fee is usually 2*s.* out of every 10*l.* of the Purchase Money, if it be above 50*l.* but if it be under, unless it be very inconsiderable, the general Fee is 12*s.*

For entring the Contract, 1*s.*

For a Copy of Licence, 10*s.*

Assignment of Timber-Trees, 1*s.* besides for every Tree more 6*d.* and 4*d.* to the Bailiff.

If the Steward goes and holds a Court on purpose to grant an Estate, his Fee is a Guinea, besides his usual Fees, if it takes up but one Day for the Steward to go and return again; but if it takes up more Time, his Fee must be increased proportionably.

A C

Mano
of A.

Essoins. —

Jury in Affs.
TithingmanTithingman
chosen there

The Court-Roll.

A Court Leet and Court Baron of a Manor.

Manor } *The Court of the View of Frank-*
of A. } *pledge, with the Court Baron of*
William A. Esq; Lord of the
said Manor, held for the said
Manor on the First of October in
the Year of our Lord 1764, and
in the fourth Year of the Reign
of our Sovereign Lord George
the Third, by the Grace of God,
of Great Britain, France, and
Ireland, King, Defender of the
Faith, &c. before G. J. Gent.
Steward there.

Essoins. — This Day Essoins, as appear after-
wards.

Jury in Assize. — At this Day no Jury in Assize.

Tithingman there. John S. Tithingman, came there and
was sworn to present.

Tithingman } *W. S. is chosen into the Office of*
chosen there. } *Tithingman there, for the Year*
ensuing, and took his Oath for
the due Execution of the said
Office.

G

Jurors

Jurors for our Lord the King.

<i>Henry W.</i>	} Sworn.	<i>John B.</i>	} Sworn.
<i>William R.</i>		<i>Thomas T.</i>	
<i>John R.</i>		<i>Roger H.</i>	
<i>John L.</i>		<i>John E.</i>	
<i>John T.</i>		<i>Thomas W.</i>	
<i>Robert M.</i>		<i>John N.</i>	
<i>John W.</i>		<i>William S.</i>	
<i>John P.</i>		<i>Alexand. S.</i>	

Residents.

Who being sworn, and charged on Articles touching the said Court, say upon their Oaths, That arc Residents within the Jurisdiction of this Court, and owe Suit of Court, and at this Day have made Default. Therefore each of them in Mercy, 3*d*.

And they further present, That the Bridge near the House of *David B.* is out of Repair; and it is ordered that the said Bridge be repaired by the Parish of *A.* before the 25th Day of *December* next ensuing.

Penalty.

And they further present, That the Highway leading from the great Bridge to the House of *George S.* is out of Repair; and it is ordered, that the said Highway be repaired by the Parish of *A.* before the 25th Day of *December* next ensuing, under the Penalty, on making Default, to forfeit 13*s.* 4*d*.

Penalty.

And they also present, That the Foundation of the Bridge is out of Repair; and it is ordered, that the same be well and sufficiently repaired, by the several Persons concerned to do the same, before the first Day of *November* next ensuing, under the Penalty, on making Default, to forfeit 10*s.*

Penalty.

And they further present, That the Causey near the Pool by *W. Lane.* is out of Repair; and it is ordered, that the said Causey be repaired by the several Persons concerned to do the same, before the first Day of *November* next ensuing, under the Penalty, on making Default, to forfeit 6*s.* 8*d*.

And

And they further present, That the Stocks belonging to the Tithing of *A.* aforesaid, is out of Repair; and it is ordered, that the same be well and sufficiently repaired by the said Tithing, before the 25th Day of *December* next ensuing, under the Penalty, on making Default, to forfeit 5*l.* Penalty.

And they further present, That the Highway joining to the Rivulet, between the Town and Upper Mill, is out of Repair, and ought to be repaired; and therefore it is ordered, that the same be well and sufficiently repaired by the several Persons concerned to do the same before the 25th Day of *December* next, under the Penalty, on each making Default, to forfeit 10*s.* Penalty.

And they further present, That *John C. John B.* and *Lawrence S.* have diverted the Water-course from its ancient Course, by reason whereof the Water runs upon the Land of *John F. Esq;* to the great Damage and Prejudice of the several Tenants of this Manor: Therefore each of them is in Mercy 3*s.* 4*d.*

And they further present, That all other Things are well.

Manor of *A.* } *The Court Baron of the said*
 aforesaid. } *Manor, held there on the*
Day and Year aforesaid,
before the said Steward.

Effoins. At this Day Effoins, as appears after-
 wards.

Plaints. At this Day no Plaints.

Homage there.

<i>John S.</i>	} Sworn.	<i>Michael T.</i>	} Sworn.
<i>Abraham P.</i>		<i>John S.</i>	
<i>Andrew R.</i>		<i>Lawrence S.</i>	
<i>Thomas R.</i>		<i>George R.</i>	
<i>Peter H.</i>		<i>John P.</i>	
<i>Richard D.</i>		<i>John H.</i>	
<i>William C.</i>		<i>William H.</i>	
<i>John B.</i>			

Presentments of the Homage. Free Suitors. **W**HO being sworn, and charged upon Articles touching the said Court Baron, upon their Oath say, That Sir *John M. Knt. W. B. Esq;* and *John F. Gent.* are Free Suitors of the said Manor, who owe Suit to this Court, and have made Default: Therefore each of them is in Mercy 12d.

Tenants by Indenture.

And they further present, That ^{app.}*Thomas K.* ^{app.}*Abraham P.* ^{6 d.}*Richard D.* ^{app.}*David P.* ^{6 d.}*George P.* ^{app.}*David R.* ^{exc.}*George A.* ^{app.}*John N.* ^{app.}*Christian F.* ^{app.}*George R.* ^{app.}*John S.* ^{app.}*John H.* ^{app.}*Mary R.* ^{app.}*David G.* ^{app.}*Robert L.* ^{app.}*Andrew S.* ^{app.}*Henry W.* ^{app.}*Robert G.* ^{app.}*William S.* ^{app.}*William H.* &c. are Tenants by Indenture

of the said Manor, who owe Suit to this Court :
Therefore each of them making Default, and not
Essoigned, is in Mercy, as appears over the Name Mercy.
of each of them.

And they further present, That ^{app.}Andrew ^{app.}R. Customary
^{app.}Thomas R. ^{app.}John F. ^{app.}John B. ^{app.}Robert H. ^{app.}John H. Tenants.
^{app.}Peter H. ^{app.}Richard D. ^{6 d.}John F. ^{6 d.}William S. ^{exc.}William C.
^{ff.}Joan Foy, Widow, ^{app.}John P. ^{app.}George S. ^{app.}Anne B. Wi-
^{6 d.}dow, ^{app.}Philip S. ^{app.}John B. ^{app.}John W. ^{6 d.}William T. An-
^{ff.}drew S. ^{exc.}John K. ^{app.}Dorcas F. ^{app.}John L. ^{6 d.}Lawrence S.

&c. are customary Tenants of the said Manor, who
owe Suit to this Court : Therefore each of them
making Default, and not Essoined, is in Mercy, as
appears over the Name of each of them.

And they further present, That ^{Death of}John B. the Younger, who held of the Lord for Term of his Life, by Copy
of Court-Roll of the said Manor, one Tenement and
five Acres of Land and Common of Pasture for 40
Sheep and 2 Cows, died since the last Court held
for the said Manor ; by whose death there falls to the
Lord one Heriot of 2*l.* 10*s.* and that the said Pre-
misses remain in the Hands of the Lord of the said
Manor.

And they further present, That ^{Death of}Abram R. late one of the Tenants of the said Manor, died since the
last Court held of the said Manor, by whose Death
there fell to the Lord for an Heriot one Cow ; and
that

that *John B.* is the next Tenant in Reversion, which said *John* is present here in Court, and is admitted Tenant in Possession, and did Fealty to the Lord.

Death of
John R.

And they further present, That *John R.* late one of the Customary Tenants of this Manor, of one Messuage or Tenement, &c. within the said Manor, died since the last Court of the said Manor, by whose Death there fell to the Lord a Heriot, but of what Species, of what Value they know not; and that *Thomas R.* Son of the said *John R.* is next in Reversion for Term of his Life, according to the Custom of the said Manor, which said *Thomas* is present here in Court, and prays to be admitted Tenant, which is granted to him, and he is admitted and did his Fealty to the Lord.

Death of
John S.

And they further present, That *John S.* late one of the Customary Tenants of this Manor, of one Messuage or Tenement and six Acres of Land, with the Appurtenances within the Manor aforesaid, died since the last Court of the said Manor, by whose Death there fell to the Lord a Heriot of 30s. and that *Sarah S.* his Widow, is next in Reversion for Term of her Widowhood, according to the Custom of the said Manor, which said *Sarah* is present here in Court, and prays to be admitted Tenant, which is granted to her; and she is admitted, and did her Fealty to the Lord.

Death of
Francis H.

And they further present, That *Francis H.* one of the Tenants of the said Manor, died since the last Court of this Manor, by whose Death his Tenement fell into the Hands of the Lord of this Manor.

And they further present, That *John H.* dug and cut Turf, and carried the same out of the said Manor, contrary to the Form of the Order in that Behalf made at the last Court held for the said Manor; therefore he has forfeited the Penalty of that Order, to 6s. 8d.

Penalty.

And they further present, That *John T.* *John P.* and *Richard D.* dug and cut Turf, and carried the same out of the said Manor, contrary to the Form of the

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the Order made at the last Court held of the said Manor: Therefore each of them has forfeited the Penalty of that Order, to 6 s. 8 d.

Penalty.

And they further present *John F.* Miller, for taking double Toll of the Tenants of this Manor; therefore it is ordered, that if the said *John F.* shall commit the like Fault, he shall forfeit for every Offence, the Penalty of 5 s.

Penalty.

And they further present the Tenants of this Manor, that they have not ground their Corn at the Customary Mill of this Manor; and it is ordered, that if any of the said Tenants shall commit the like Fault, they shall forfeit for every Offence, the Penalty of 5 s.

Penalty.

And they further present, That the several Tenants of S. turned the Water from the ancient Course upon the Land of *John F.* Esq; Therefore each of them is in Mercy 3 s. 4 d.

Mercy.

And they further present, That *Richard D.* permits Fire to burn in his House without a Chimney; it is therefore ordered, that the said *Richard D.* shall erect a Chimney to his said House, before the 18th Day of *October* next ensuing, under the Penalty of 20 s.

Penalty.

And they further present *John E.* for keeping Sheep on the Common of this Manor, having no Right so to do: Therefore it is ordered, that the said *John E.* remove the said Sheep, before the 29th Day of *November* next ensuing, under the Penalty of 10 s.

Penalty.

It is ordered, That no Under-Tenants within the said Manor shall serve on the Jury of this Court, and that only such as are customary Tenants of this Manor shall be chosen.

Order.

It is ordered, That *William D.* or his Tenant, scower and cleanse his Ditch at A. adjoining to S. before, &c. under the Penalty of 10 s.

Penalty.

And it is further ordered, That the several Tenants of this Manor meet on the Summons of *Thomas K.* to view the Bounds of the said Manor, and that

Order.

they declare the same at the next Court to be held for the said Manor.

A new Grant to Thomas K. At this Court *Thomas K.* came and took of the Lord of the said Manor, by the Delivery of the said Steward, one Tenement and five Acres of Land, together with Common of Pasture for forty Sheep and for two Cows in *A. Wood*, and also one Lime-Kiln, with all and singular their Appurtenances; All and singular which Premises were late in the Tenure or Occupation of *John B.* deceased; To have and to hold the said Tenement, and five Acres of Land, with Common of Pasture for forty Sheep and for two Cows, and all and singular other the Premises aforesaid, with their Appurtenances, to the said *Thomas K.* for the Lives of *John K.* Son of the said *Thomas K.* of *John K.* Son of *Andrew K.* and of *Thomas K.* Son of *Thomas K.* of *S.* and for the Life of the longer Liver of them successively, at the Will of the Lord, according to the Custom of the said Manor, by the Rent of 6*l.* 8*s.* by the Year, and for a Heriot when it shall happen 50*s.* and by all other Rents, Charges, Works, Suits, Customs and Services, therefore before due and of Right accustomed; and for such State and Entry so to be had in the Premises, the said *Thomas K.* gives to the Lord for a Fine ninety Pounds in Hand paid; and so he is thereupon admitted Tenant, and did his Fealty to the Lord; but the Fealty of the others is respited until, &c.

A new Grant to Robert H. At this Court *Robert H.* came and took of the Lord in the said Court one small Dwelling-house with a Garden thereunto adjoining, containing by Estimation six Perches, late Parcel of the Customary Tenement of *William V.* and by the said *William V.* with the Tenements aforesaid, lately surrendred into the Hands of the Lord; To have and to hold the said House and Garden, with its Appurtenances, to the said *R.* and to *Elizabeth* and *Mary* his Daughters, for the Term of their Lives and the Life of the longer Liver of them successively, at the Will of the Lord, according to the Custom of the said Manor, by the Rent of

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6d. by the Year, and by all other Rents, Charges, Works, Suits, Customs and Services thereupon before due and of Right accustomed; and for such State and Entry so to be had in the said Premises, the said *R. H.* gave to the Lord for a Fine 5*l.* paid beforehand, and so he is thereupon admitted Tenant, and he did his Fealty to the Lord; but the Fealty of the others is respited until, &c.

At this Court *John W.* came and took of the Lord A Grant in by the Hands of *G. J.* Gent. Steward there; accord- Reversion.
ing to the Custom of the said Manor, the Reversion of one Cottage at *P.* and of one Close of Land containing two Acres, with the Appurtenances, belonging to the said Cottage, now in the Tenure of *John B.* To have and to hold the Reversion aforesaid; as also the said Cottage and Close of Land belonging to the said Cottage, to the said *John W.* and to *John W.* his Son, for the Term of their Lives, and of the Life of the longer Liver of them, according to the Custom of the said Manor, presently and immediately when after the Death, Surrender or Forfeiture of the said *J. B.* the same shall happen, or otherwise, when the said Premises shall come to the Hands of the Lord of the said Manor, by the Rent of 3*s.* by the Year when it shall happen; and by all other Rents, Charges, Works, Customs and Services therefore due and of Right accustomed; and for the said State and Entry so thereupon to be had, the said *John* gives to the Lord for a Fine 18*l.* in Hand paid, and so he is thereupon admitted Tenant, as in Reversion, and his Fealty is respited until the said Reversion shall happen.

At this Court *John F.* and *Thomas F.* Son of the Another
said *John F.* came and took of the said Lord in the Grant in Re-
said Court, the Reversion of one Messuage or Tene- version.
ment, and of Half a Rood of Land, with the Appurtenances, formerly in the Tenure of *Mary C.* Widow, and of one other Messuage or Tenement, and of Half a Rood of Land, with the Appurtenances, formerly in the Tenure of *Richard C.* lying in *W.* within the said Manor, now in the Tenure of *Jane F.* Mother
of

of the said *John F.* for her Life; To have and to hold the said Reversion, and also the said two Messuages or Tenements, and the said two Half Roods of Land, with their Appurtenances, to the said *John F.* and *Thomas F.* for the Term of their Lives, and of the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, immediately when after the Death, Surrender or Forfeiture of the said *Jane F.* or by any other Means the said Premises shall come to the Hands of the Lord of the said Manor, by the Rent therefore of 10 s. 2 d. by the Year, and three Geese, two Hens, and twenty-four Eggs; and for two Heriots, when they shall happen, 8 l. and by all other Rents, Charges, Works, Suits, Customs and Services, therefore due and of Right accustomed: And for such Estate and Entry so to be had in Reversion, the said *John* and *Thomas T.* give the Lord for a Fine 250 l. in Hand paid, and so they are admitted thereupon Tenants as in Reversion; but their Fealty is respited until, &c.

Surrender of
Anne S.

At this Court *Anne S.* came, who claims to hold for Term of her Life, and of the Lives of *John* and *Elizabeth*, her Son and Daughter, by Copy of the Court-rolls of the said Manor, bearing Date the — Day of — &c. the Moiety of one Tenement, containing forty-eight Acres of Land, Meadow and Pasture, called *W.* with the Appurtenances, within the Manor aforesaid, and surrendered in Court into the Hands of the Lord all and singular the said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand therein, as well of her the said *Anne S.* as of the said *John* and *Elizabeth*, and of each of them together, with the Copy thereupon made to be cancelled, that the Lord might thereupon do his own Will; whereupon there fell to the Lord a Heriot, which is included in the under-written Fine; upon which in this same Court came the said *Anne S.* and *John* her Son, and took of the Lord in the said Court, by the Delivery of the Steward there, the Premises aforesaid with the Appur-

Admission of
the said *Anne*
and her Son.

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purtenances; To have and to hold the said Moiety of the said Tenement, with all and singular its Appurtenances, to the said *Anne S.* and *John* her Son, as also to *Mary* their Daughter, for the Term of their Lives and the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent of 4 s. 5 d. $\frac{1}{2}$ by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services thereupon first due and of Right accustomed: And for such State and Entry so to be had in the said Premises, the said *Anne S.* and *John* her Son, give to the Lord for a Fine 22 l. 10 s. paid before-hand; and so the said *Anne* is admitted thereof Tenant, and did Fealty to the Lord; but the Fealty of the said *John* and *Mary* is respited until, &c.

At this Court Licence is granted to *Frances H.* of, Licence to &c. Widow, to demise her Messuage or Tenement, lease, with all and singular its Appurtenances in T. within the Manor aforesaid, now in the Tenure of the said *Frances* or her Assigns, for the Term of her Widowhood, or any Parcel thereof, to any proper Under-tenant or Under-tenants, from the Feast of the Annunciation of the Blessed Virgin *Mary* now next ensuing, for the Term of twenty-one Years thence next ensuing, if the Estate of the said *Frances H.* of and in the Premises, shall so long continue; so that the House, Hedges, Ditches, and other Fences of the Premises, be from Time to Time well and sufficiently repaired and amended, and the Rents, Charges, Works, Suits, Customs and Services thereupon due to the Lord, and of Right accustomed, be well and sufficiently rendred and paid; otherwise this Licence to be void.

Affeerers $\left\{ \begin{array}{l} \text{Thomas R.} \\ \text{William T.} \end{array} \right\}$ Sworn.

Note; The Marks over the Heads of the Tenants in the Court Baron signify as follows: *App.* for Appeared;

The Complete Court-Keeper: Or,

peared; *ſſ.* for Effoin; *exc.* for Excused on Account of Sickness or Age.

Those Lives which are named in the Copies at the taking of the Premises, and at the paying the Fine for the same, are Purchasers; and if there be only one Life named at those Places, though there be three in the *Habend'*, yet there is but one Purchaser.

Stenhill, } *A General Court Baron of W. B.*
otherwise } *Esq; held for the Manor afore-*
 Stamfield } *said, at — within the said Ma-*
 Manor. } *nor, by Adjournment, from —*
 the — Day of — last past, upon
 — being the — Day of — in the
 Year of our Lord — Before me
 W. N. Steward there.

The Homage there.	{	<i>T. E.</i>	{	<i>R. P.</i>	{	Sworn.
		<i>W. T.</i>		<i>T. G.</i>		
		<i>J. W.</i>		<i>E. B.</i>		
		<i>R. S.</i>		<i>T. G.</i>		
		<i>T. M.</i>		<i>W. H.</i>		
		<i>T. C.</i>		<i>E. T.</i>		
		<i>J. C.</i>		<i>R. C.</i>		
		<i>T. H.</i>		<i>W. C.</i>		
		<i>J. B.</i>		<i>T. A.</i>		
		<i>E. S.</i>		<i>J. H.</i>		
		<i>T. C.</i>				

Effoins. { At this Court *S. M. C. J. A. R. T. W.*
J. M. A. O. J. B. T. S. T. C. A. G.
E. T. P. B. and *S. J.* are effoined of
 Common Effoin.

One chose
 Reeve sub-
 mits to a
 Fine.

AT this Court, the Homage aforesaid upon their Oath present, That *H. W.* one of the customary Tenants of the said Manor, who was at this same Court,

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Court, begun and holden the — Day of — aforesaid, chosen and appointed to be the Lord's Reeve of the said Manor, according to the Custom of the said Manor, for the Year now next ensuing, came here in full Court, by *R. R. Gent.* his Tenant and Attorney, and desired to submit unto such Fine as the Lord of the said Manor should impose upon him, for his not taking upon him and executing the said Office for the Year aforesaid. And at this same Court the Lord of the said Manor, by his said Steward, did impose upon him the said *H. W.* for a Fine, for such his not taking upon him and executing the said Office for the Year aforesaid, the Sum of ten Pounds of lawful Money of Great Britain; which he the said *H. W.* by his Attorney aforesaid submitted unto, and paid here in full Court, Paid. into the Hands of the said Steward, for the Use of the said Lord accordingly.

At this Court the *Homage* aforesaid, upon their Oath, A Present-present a Surrender out of Court, made by *E. H. Wi-* ment of a dow, (late one of the customary Tenants of the said Surrender Manor) into the Hands of the Lord of the said Ma- out of Court. nor, by the Acceptance of a Headborough, in the Presence of six customary Tenants of the said Manor, in these Words following; to wit, *Manor of Stenhill, otherwise Stamfield, in the County of —* Be it remembered, That *E. H.* one of the customary Tenants of the said Manor, hath, on the — Day of — in the Year of our Lord — out of Court, and since the last Court Baron held for the said Manor, according to the Custom of the said Manor, surrendred by the Rod into the Hands of the Lord of the said Manor, by *W. C.* of — Headborough, chief Pledge, in the Presence of *H. A. T. G. T. C. J. L. T. A.* and *R. W.* all customary Tenants of the said Manor, all her Mesfuages, Tenements, Cottages, Lands and Hereditaments, with all and every of the Appurtenances holden of the said Manor, situate, lying and being in — to the end that the Lord of the said Manor shall regrant the same again unto her two Children *J. H.* and *A. H.* That is to say, to her Son *J. H.* all those four Tenements

Admittance
by Guardian.

Fine 1 l. 3 s.
4 d.

Guardian as-
signed.

ments in — now in the several Tenures or Occupations of *E. C. T. N. R. W.* and *J. R.* and to her Daughter *A. H.* all those three Tenements in — in the several Tenures or Occupations of *L. P. J. N.* and *M. S.* In Testimony whereof, the said *E. H.* Headborough, and Tenants, have hereunto set their Hands, the Day and Year first above written. And they farther present, That the said Surrender was presented to the Homage (according to the Custom of the said Manor) at a General Court Baron held for the said Manor, on the — Day of — And now at this Court came the said *J. H.* the Son, being an Infant of the Age of eight Years, or thereabouts, by *T. C.* Gent. now admitted to be his Guardian, and humbly prayed to be admitted Tenant unto the said four Tenements first above mentioned, (by the Name of two Tenements and two Cottages customary) according to the Form and Effect of the said Surrender. To which said *J. H.* (by his Guardian aforesaid) here present in full Court, the Lord of the said Manor, by his said Steward, did grant thereof Seisin by the Rod; *To have and to hold* the said two Tenements and two Cottages last mentioned, with the Appurtenances, unto him the said *J. H.* according to the Form and Effect of the said Surrender, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And he gave to the Lord for a Fine, for such his Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said *J. H.* was admitted Tenant thereof in Form aforesaid.

And at this Court the Lord of the Manor aforesaid, by his said Steward, did assign and appoint the said *T. C.* to be Guardian of the said *J. H.* (during his Minority) to receive and take the Rents, Issues and Profits, of the Premises, and thereof unto him the said *J. H.* (when he shall come of full Age) to render and make a just Account, according to the Custom of the said Manor;

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for which he paid to the Lord for a Fine, as appears in the Margin.

Fine 3 s. 4 d.

Also, At this same Court, the Homage aforesaid upon their Oath do present, That *N. D.* of ——— on a Surrender of Physic, one of the customary Tenants of the said Manor, came here in full Court by *T. N.* of ney.

— Gent. his Attorney, by Virtue of a Letter of Attorney, under the Hand and Seal of him the said *N. D.* bearing Date the eighth Day of this Instant April, and next herein after, Word by Word, inrolled, and surrendred into the Hands of the Lord of the Manor aforesaid, by the Rod according to the Custom of the said Manor, by the Acceptance of the said Steward, all that one Acre of customary Land (more or less) lying in *D.* Common, within the said Manor, and one Rod (more or less) of customary Land, lying in the *W.* Common Field within the said Manor, (whereunto the said *N. D.* was heretofore admitted Tenant, at a General Court Baron, holden for the said Manor upon the — Day of April — as by the Rourt-rolls of the said Manor may appear,) To the Use and Behoof of *H. M.* of — Gent. and of his Heirs and Assigns for ever: And now at this Court the said *H. M.* came in his proper Person, and humbly prayed to be admitted Tenant to the Premises aforesaid, according to the Form and Effect of the said Surrender; to which said *H. M.* here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; To have and to hold the said one Acre and one Rod of customary Land before mentioned, with the Appurtenances, unto him the said *H. M.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine, for such his Estate and Entry in the Premises, Fine 10 l. as appears in the Margin; and Fealty was pardoned; and so saving always the Right of the Lord, the said

The Complete Court-Keeper: Or,

said *H. M.* was admitted Tenant thereof, in Form
aforesaid.

Here followed the Letter of Attorney above mentioned.

Letter of At-
torney.

K NOW all Men by these Presents, That I *N. D.*
of ——— Dr. of Physic, have made, &c. [*the*
Letter of Attorney inserted at large.]

Presentment
of a Surren-
der to the
Use of a Will.

Also, At this same Court, It is found and pre-
sented by the Homage aforesaid upon their Oath, That
R. R. late one of the customary Tenants of the said
Manor, who held to him and his Heirs, according to
the Custom of the said Manor, all those two Acres
of customary Land or Marsh Ground, with the Ap-
purtenances, lying and being in *H. M.* did surrender
the same, according to the Custom of the said Manor,
to the Use of his last Will and Testament, as by the
Copy of the Roll of the General Court holden for the
said Manor the 30th Day of *November* in the Year of
our Lord ——— unto them appeared; and that the said
R. R. made his last Will and Testament in Writing,
bearing Date the nine and twentieth Day of *Septem-*
ber in the said Year of our Lord ——— And therein
and thereby (amongst other Things) devised the said
two Acres of Land or Marsh Ground, with the Ap-
purtenances, by the Name of two Acres of Copyhold
Land in *C.* in the Marsh, unto his Grandchild *R. R.*
being the second Son of *H. R.* deceased, and his Heirs
for ever, after the Decease of *Margaret* his then
Wife; and that soon after the making the said Will
and Surrender beforementioned, the said *R. R.* the
Grandfather died so thereof seised; and that the said
Margaret is since also dead. *And now* at this Court
the said *R. R.* the Grandchild, came in his proper
Person, and humbly prayed to be admitted Tenant to
the Premises, according to the Form and Effect of
the said Will; to which *R. R.* here personally
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present in full Court the Lord of the Manor aforesaid, by his said Steward, granted Seisin thereof by the Rod; *To have and to hold* the said two Acres of Land or Marsh-ground before mentioned, with their Appurtenances, unto him the said R. R. his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And he gave to the Lord for a Fine, for such his Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said R. R. was admitted Tenant thereof in Form aforesaid. Fine 2 s. 8 d.

And afterwards at this same Court the said R. R. Surrendered, came in his proper Person and surrendred into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of the said Steward, the said two Acres of customary Land or Marsh-ground above-mentioned, with the Appurtenances, *To the Use* and Behoof of W. H. of — Esq; and of his Heirs and Assigns for ever. To which said W. H. here personally present Admittance, in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; *To have and to hold* the said two Acres of Land above-mentioned, with the Appurtenances, unto the said W. H. his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed. And he gave to the Lord for a Fine, for such his Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said W. H. was admitted Tenant thereof in Form aforesaid. Fine 2 s. 8 d.

And afterwards W. R. of — Gent. A. R. the Surrender Relict of the said H. R. J. J. of — Gent. sole Exe- and Release, cutor of the last Will and Tenement of J. L. of —

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Gent. deceased, came in their proper Persons and surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of the said Steward, and also released all their and each of their Estate, Right, Title and Interest whatsoever, of, in, to and out of the said two Acres of customary Land or Marsh-ground above-mentioned, with the Appurtenances, *To the Use* and Behoof of the said *W. H.* and of his Heirs and Assigns for ever.

Presentment
of the Death
of Tenant in
Tail.

Also, At this Court it is found and presented by the Homage aforesaid, upon their Oath, that *J. B.* and *S.* his Wife, late two of the customary Tenants of the said Manor, who held to them and the Heirs of their Bodies lawfully begotten, the Remainder thereof, for want of such Issue, to the right Heirs of the said *J. B.* for ever, all that one customary Tenement with the Appurtenances, situate and being in *R.* within the said Manor, now in the Occupation of *A. M.* Widow, and one other customary Tenement, and a Storehouse there also situate, now in the Occupation of *P. B.* Gunsmith, before this Court, died both so thereof seised; and that *S. C.* Widow, and *J. D.* of — Gentleman, are the Coheirs of the Bodies of the said *J. B.* and *S.* his Wife; that is to say, *S.* the Daughter of the said *J.* and *S.* and the said *J. D.* the only Son and Heir of *R.* the Wife of *P. D.* which *R.* was the Daughter of the aforesaid *J. B.* and *S.* his Wife. *And now* at this Court the said *J. D.* came in his proper Person, and humbly prayed to be admitted Tenant to the one Moiety or Half-part of the Premises with the Appurtenances accordingly. To which said *J. D.* here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; *To have and to hold* the said Moiety or Half-part of the said two Tenements and Store-house before-mentioned, with their Appurtenances, unto him the said *J. D.* and the Heirs of his Body lawfully begotten; the Remainder

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Remainder thereof, as aforesaid, of the Lord of the Manor aforesaid, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed. And he gave to the Lord for a Fine, *Fine 19l. 10s.* for such his Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said *J. D.* was admitted Tenant thereof in Form afore-
said.

And afterwards at this same Court the said *J. D.* Who surren- came in his proper Person, and surrendered into the ders in Fee, in Hands of the Lord of the Manor aforesaid, by the Rod, order to suffer according to the Custom of the said Manor, by the a Recovery to Acceptance of his said Steward, the said Moiety or bar the Intail. Half-part of the said two Tenements and Store-house above-mentioned, with the Appurtenances, *To the Use* and Behoof of *T. H. Gent.* his Heirs and Assigns for ever. To which said *T. H.* here personally present Admittance in full Court, the Lord of the Manor aforesaid, by thereon. his said Steward, did grant thereof Seisin by the Rod; *To have and to hold* the said Moiety or Half-part of the said two Tenements and Store-house before-mentioned, with their Appurtenances, unto him the said *T. H.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: But he paid no Fine to the Lord, because his Estate was only had for farther Assurance, and Fealty was pardoned; and so saving always the Right of the Lord, the said *T. H.* was admitted Tenant thereof in Form aforesaid.

And afterwards at this same Court *W. R.* comes in The Reco- his proper Person, and complains against the said *T. H.* very. in a Plea of Land, that is to say, of the said Moiety By way of or Half-part of the said two Messuages or Tenements Plaint in the and Store-house above-mentioned, with the Appur- Nature of a tenances, in *R.* above-mentioned, and makes Protestation to Wit of
H 2 pro- Right.

Count against
Tenant.

prosecute his said Plaintiff in this Court, in the Form and Nature of a Writ of Right Patent at the Common Law, according to the Custom of the said Manor, and finds Pledges to prosecute the same in Form aforesaid, viz. *John Doe* and *Richard Roe*, and desireth Process according to the Custom of the said Manor, against the said *T. H.* returnable here at this Court, without Delay; and it is granted: And thereupon the said *T. H.* being present here in Court, freely offereth himself to answer unto the said *W. R.* without farther Process unto him directed; whereupon the said *W. R.* comes and demands against the said *T. H.* the said Moiety or Half-part of the said two Messuages or Tenements and Store-house above-mentioned, with the Appurtenances in *R.* aforesaid, within the Jurisdiction of this Court, holden of this Manor by Copy of Court-roll, as his Right and Inheritance, according to the Custom of the said Manor; and whereof he saith he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in the Time of Peace, in the Time of the present King, by taking the Profits thereof, to the Value, &c. and that his Right is such, he offereth, &c. And thereupon the said *T. H.* comes and denies the Right of the said *W. R.* when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moiety or Half-part of the said two Messuages or Tenements and Store-house above-mentioned, with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and voucheth to warrant the Premises with their Appurtenances the said *J. D.* who being likewise here present in Court, also appears freely, without farther Process unto him directed, and the said Moiety or Half-part of the said two Messuages or Tenements, and Store-house, with the Appurtenances, unto him doth warrant: Whereupon the said *W. R.* comes and demands against him the said *J. D.* Tenant

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nant by his Warranty aforesaid, the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, in Form aforesaid, and whereof he saith that he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in Time of Peace, in the Time of the present King, by taking the Profits thereof to the Value, &c. And that his Right is such, he offereth, &c. And thereupon the said *J. D.* Tenant by his Warranty aforesaid, comes and denies the Right of the said *W. R.* when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and voucheth to warrant the Premises with the Appurtenances, *J. E.* who being likewise here present in Court also appeareth freely, without farther Process unto him directed, and the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, unto him doth warrant: Whereupon the said *W. R.* Count against comes and demands against him the said *J. E.* Tenant by his Warranty aforesaid, the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, in Form aforesaid; and whereof he saith that he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in Time of Peace, in the Time of the present King, by taking the Profits thereof, to the Value, &c. And that his Right is such, he offereth, &c. And thereupon the said *J. E.* Tenant by his Warranty aforesaid, comes and denies the Right of the said *W. R.* when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever,

Count against
Common
Vouchee.

ever, &c. and especially of the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and puts himself upon this Homage of the Court, in the Place and Stead of the Great Assize at the Common Law, according to the Custom of the said Manor, and prayeth a Recognition thereupon to be had, whether he hath more Right to have and to hold the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, as Tenant thereof, by his Warranty, so as he now holdeth the same; or the said *W. R.* to have and to hold the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances, so as he above demandeth the same; and thereupon the said *W. R.* prayeth Licence to imparl until Five of the Clock in the Afternoon of this same Day; and it is granted; and the same Time is given to the said *J. E.* here, &c. And afterwards at the said Hour of Five in the Afternoon of this same Day, the said *W. R.* comes again here into Court; but the said *J. E.* returneth not here into Court, although he was solemnly called, but departed in Contempt of the Court, and maketh Default. Whereupon in full Court open and public Proclamation is made, that if any one layeth Claim to the Premises, he shall come in before final Judgment be given, and none came: Therefore, according to the Custom of the said Manor, Time out of Mind of Man used and approved of, It is considered by the Court here, that the said *W. R.* do recover his Seisin against the said *T. H.* of the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with the Appurtenances; To hold to him and his Heirs, quit of the said *T. H.* and his Heirs, and of the said *J. D.* and his

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Proclamation

Judgment
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his Heirs, and of the said *J. E.* and his Heirs; and Against Vou-
 that the said *T. H.* have of the said Lands and Tene- chee, Tenant
 ments of the said *J. D.* within the Jurisdiction, &c. in Tail,
 to the Value, &c. And that the said *J. D.* have of Against
 the Lands and Tenements of the said *J. E.* within Common
 the Jurisdiction, &c. to the Value, &c. And the Vouchee.
 said *J. E.* is amerced; And thereupon the said *W. R.* Writ of Sei-
 prayeth of the Lord of the Manor aforesaid a Precept, fin.
 to be directed to the Minister of this Court, to cause
 him to have full Seisin of the Premises, with the Ap-
 purtenances, returnable here at this Court without
 Delay; and it is granted. And afterwards at this The Retrn.
 same Court comes *W. P.* the Minister of this Court,
 and returneth, That he, by Virtue of the said Pre-
 cept to him therefore directed, this same Day hath
 caused the said *W. R.* to have full Seisin of the said
 Moiety or Half-part of the said two Messuages or Te-
 nements and Store-house before-mentioned, with the
 Appurtenances, as by the said Precept to him there-
 fore directed was commanded. By Virtue of which Confirmation
 Recovery and Seisin thereupon had as aforesaid, the of the Lord.
 said *W. R.* entred into the said Moiety or Half-part
 of the said two Messuages or Tenements and Store-
 house above-mentioned, with the Appurtenances,
 and was thereof seised in his Demesne as of Fee and
 Right, at the Will of the Lord, according to the
 Custom of the said Manor; and being so seised, by
 Virtue of the Recovery and Execution had and made
 in Form aforesaid, the Lord of the said Manor, out
 of his special Favour, for the better Approbation, Ra-
 tification and Confirmation of all and singular the
 Premises, here in full Court, by his said Steward, did
 give and deliver unto the said *W. R.* of the said Pre-
 mises, with the Appurtenances, full Seisin by the Rod,
 to have and to hold the said Moiety, or Half-part of
 all and singular the Premises, with their Appurtenances,
 unto him the said *W. R.* his Heirs and Assigns for
 ever, of the Lord of the Manor aforesaid, by the Rod,
 according to the Custom of the said Manor, by the

Rents and Customs therefore due and of Right accustomed. But he paid no Fine to the Lord, because this Recovery was only had for further Assurance, and Fealty was pardoned; and so saving always the Right of the Lord, the said *W. R.* was admitted Tenant thereof in Form aforesaid.

Surrender in
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And afterwards at this same Court, in their proper Person, came *W. R. T. H.* and *J. E.* and surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of his said Steward, the said Moiety or Half-part of the said two Messuages or Tenements and Store-house above-mentioned, with their Appurtenances, so recovered as aforesaid; and also released all their and every of their Estate, Right, Title and Interest, of and in the same, *To the Use* and Behoof of the said *J. D.* and of his Heirs and Assigns for ever. To which said *J. D.* here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; *To have* and to hold the said Moiety or Half-part of the said two Messuages or Tenements and Store-house before-mentioned, with their Appurtenances, unto him the said *J. D.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: But he paid no Fine to the Lord, because that is already paid, as aforesaid, and Fealty was pardoned; and so saving always the Right of the Lord, the said *J. D.* was admitted Tenant thereof in Form aforesaid.

Surrender.

Also, At this same Court *J. S.* one of the customary Tenants of the said Manor, came in his proper Person, and surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of the said Deputy Steward, all those his two Tenements customary,

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customary, with the Yards, Backsides and Appurtenances to them severally belonging, situate and being in *E.* within the said Manor, now in the several Occupations of *J. V.* and *F. M.* to the Use and Behoof of the said *J. V.* and of his Heirs and Assigns for ever: To which said *J. V.* here personally Admittance. present in full Court, the Lord of the Manor aforesaid by his said Steward did grant thereof Seisin by the Rod; To have and to hold the said two Tenements and Premises before-mentioned, with their Appurtenances, unto him the said *J. V.* and his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed. And he gave to the Lord Fine 17. for a Fine, for such his Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said *J. V.* was admitted Tenant thereof, in Form aforesaid.

And afterwards at this same Court the said *J. V.* Surrender to came in his proper Person and surrendred into the the Use of a Hands of the Lord of the Manor aforesaid, by the Will. Rod, according to the Custom of the said Manor, by the Acceptance of his said Steward, all and singular his customary Messuages, Tenements, Cottages, Lands, and other Hereditaments whatsoever, holden of the said Manor, with their and every of their Appurtenances, to such Uses, Intents and Purposes, as he the said *J. V.* in and by his last Will and Testament in Writing already made, or to be made, shall limit, appoint and declare.

Also, At this same Court, in their proper Persons Surrender for came *R. H.* and *F.* his Wife, two of the customary Life, Remain- Tenants of the said Manor, (the said *F.* being first der in Fee. solely and secretly examined by the said Steward) and surrendred into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of the said Steward,

all

all that their one customary Cottage, with the Appurtenances, situate and being in S. within the said Manor, in the Occupation of him the said R. H. (whereunto they the said R. and F. were admitted Tenants at a special Court holden for the said Manor, upon the — Day of — which was in the Year — as by a Copy of the Roll of the said Court, under the under the Hand of the said Steward may appear) *To the Use and Behoof of them the said R. H. and F. his Wife, for and during the Term of their two natural Lives, and the Life of the longer Liver of them two; and from and after the Decease of the longer Liver of them two, to the Use and Behoof of S. H. and J. H. (Daughters of them the said R. and F.) and of their Heirs and Assigns for ever. To which said R. and F. his Wife, and S. and J. H. here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; To have and to hold the said one Cottage before-mentioned, with the Appurtenances, unto them the said R. H. and F. his Wife, for and during the Term of their two natural Lives, and the Life of the longer Liver of them two; and from and after the Decease of the longer Liver of them two, unto them the said S. H. and J. H. and their Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed.*

Admittance. And they gave to the Lord for a Fine, for such their Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said R. H. and F. his Wife, and S. and J. H. were admitted Tenants thereof in Form aforesaid.

Also, At this Court the Homage aforesaid upon their Oath present a Surrender out of Court, made by W. J. one of the customary Tenants of the said Manor in these Words following, viz. Manor of — Mortgage out to wit, Be it remembred, That on the — Day of Court,

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Day of ——— in the Year of our Lord ———

W. J. Citizen and Shipwright of *London*, (a customary Tenant of the Manor afore-

said) out of Court, on the Day and Year abovesaid, did Surrender into the Hands of the Lord of the said Manor, by the Rod, according to the Custom of the said Manor, by the Hands and Acceptance of *T. T. Headborough, J. P. J. H. T. B. R. S. R. C. J. J.* and *G. O.* all Seven customary Tenants of the Manor abovesaid, all those six customary Tenements or Cottages, with all and singular the Appurtenances whatsoever thereunto belonging, situate, lying and being at *R.* within the said Manor, in a Place called *S. Yard*, now or late in the several Tenures or Occupations of *W. W. J. F. W. D. P. R. S. N.* and *R. C.* or of their Assigns; To the Use and Behoof of *W. M.* of ——— Mariner, his Heirs and Assigns for ever; Upon and under this Condition nevertheless, that if the said *W. J.* his Heirs, Executors,

Satisfaction acknowledged.

Be it remembred, That on this 28th Day of *August* ——— *W. M.* in this Surrender named, came before me the said *W. N.* Steward of the said Manor, and acknowledged himself to be fully satisfied and paid by the said *W. J.* the said Sum of ——— due and payable by the Condition of the said Surrender. In Testimony whereof, as well the said *W. M.* as I the said Steward have hereunto set our Hands.

W. M.

W. N. Steward.

Administrators or Assigns, or any of them, shall pay or cause to be paid unto the said *W. M.* his certain Attorney, Executors, Administrators or Assigns, or any of them, the Sum of ——— of lawful Money of *Great Britain*, at or in the now Dwelling-house of the said *W. M.* situate and being at ——— in Manner and Form following, that is to say, on the ——— Day of ——— next ensuing the Date of these Presents, the Sum of ——— Part thereof, and on the ——— Day of ——— then next ensuing, which will be in the Year of our Lord ——— the Sum of ——— Residue thereof, in full Payment and Satisfaction of the said Sum of ——— That then and from thenceforth these Presents shall be utterly void and of no Effect; and that

The Complete Court-Keeper: Or,

that then and thereupon the Lord of the Manor afore-said shall regrant all and every the said Tenements, Cottages and Premises, with the Appurtenances, unto him the said *W. J.* his Heirs and Assigns; *To have* and to hold, as in his and their first and former Estate; these Presents, or any Thing herein contained, to the contrary thereof in any wise notwithstanding. In Witness whereof, the said *W. J.* and Headborough and Tenants, have hereunto subscribed their Names, the Day and Year first above written.

Admission of
Mortgagee on
Breach of a
Conditional
Surrender.

Also, They present, That at a special Court held for the said Manor, upon the — Day of — in the Year of our Lord — *J. P.* surrendered into the Hands of the Lord of the said Manor, by the Acceptance of his said Steward, according to the Custom of the said Manor, all that one customary Messuage, with the Appurtenances, commonly called or known by the Name or Sign of the *Red Bull*, and a Cottage to the same adjoining, situate and being in *S.* within the said Manor, then and now in the Occupation of *W. N.* or his Assigns, *To the Use* and Behoof of *E. D.* and of her Heirs and Assigns for ever, upon Condition and for securing the Payment of the Sum of two hundred and twenty-four Pounds, of lawful Money of *Great Britain*, at such Times and Places as in the said Surrender is mentioned and expressed, as by the Court-rolls of the said Manor may more at large appear; and that the Sum of two hundred Pounds, Parcel of the said Money, payable by the Condition of the said Surrender, unto the said *E. D.* upon the — Day of — last past, was not paid accordingly, and is yet unpaid, as by the Confession and Acknowledgment of the said *J. P.* now made in full Court, unto them appeareth: Whereby the Estate of the said *E. D.* of and in the Premises, by Virtue of the said Surrender, is become absolute and without any Condition. And now at this Court the said *E. D.* came in her proper Person, and prayed to be admitted Tenant to the Premises accordingly. To which said *E. D.*

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here personally present in full Court, the Lord of the Manor aforesaid, by his said Steward, did grant thereof Seisin by the Rod; To have and to hold the said Messuage and Cottage, with the Appurtenances, unto her the said *E. D.* her Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And she gave to the Lord for a Fine, for such her Estate and Entry in the Premises, as appears in the Margin, and Fealty was pardoned; and so saving always the Right of the Lord, the said *E. D.* was admitted Tenant thereof in Form aforesaid. Fine 1*l.* 7*s.* 8*d.*

S—Manor, } **W** Hereas certain Differences have Licence to a
to wit, } lately arisen between *J. H.* of Copyhold to
R. Mariner, (one of the customary Tenants of the said Manor,) and *R. S.* of *L. Wine-cooper,* and *F.* his Copyhold
 his Wife, touching and concerning their several Copyhold Lands and Tenements, situate, lying and being at *R.* aforesaid, within the said Manor: *Be it remembered,* That on the — Day of — in the Year of our Lord — *W. B.* Esq; Lord of the Manor aforesaid, by *W. N.* Esq; Steward of the said Manor, doth grant Licence unto the said *J. H.* to commence and prosecute one or more Suit or Suits, Action or Actions at Law, against, or otherwise, to sue, arrest or implead the said *R. S.* and *F.* his Wife, or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, in any Court or Courts of Record whatsoever, for, touching and concerning the said Copyhold Lands and Tenements aforesaid, or any Part or Parcel of them, or any the Appurtenances belonging thereunto (any Law, Custom, Use or Usage of or within the said Manor, to the contrary thereof in any wise notwithstanding) provided that such Suit or Suits, Action or Actions to be commenced and prosecuted, be so commenced and prosecuted within one Year after the Date hereof, or otherwise this Licence to be void and of no effect.

The

The like Licence to R. S. and F. his Wife, to sue
J. H. mutatis mutandis.

Precept is to
 view an An-
 noyance.

Also, They present, that whereas a Precept bearing
 Date the ——— Day of ——— last past, was awarded
 by the said *W. N.* (Steward of the Manor aforesaid) un-
 der his Hand and Seal unto *H. A. T. C. T. G. J. B.*
A. G. T. E. J. C. H. C. T. A. customary Tenants
 of the said Manor, commanding them, or any seven
 of them, to repair unto the customary Tenements or
 Land of *W. D.* one of the customary Tenants of the
 said Manor, situate and being in *L.* within the said —,
 then in the Occupation of the said *W. D.* and his Te-
 nants there; and there to view, search and see what
 Damage, Annoyance or Prejudice was there done,
 committed or made upon the Tenements or Land afore-
 said, by the Tenants of *W. W.* there, by stopping the
 antient Watercourse, Ditch or Channel, leading from,
 by or through the said Tenements or Land, or by di-
 verting the same out of its right Course; and to see
 and set out by Marks and Stakes where the said Wa-
 tercourse ought to run; and to make a true Return
 thereof, at or before this Court: Now at this Court
 the said customary Tenants have made their Return of

The Return.

the said Precept, in these Words following, *viz.* Ac-
 cording to the Precept to Us directed, We the custo-
 mary Tenants of the Manor of *S.* whose Names are
 hereunto subscribed, have repaired unto the within
 named Tenements of *W. D.* one of the customary Te-
 nants of this Manor, and there have viewed and seri-
 ously considered of the Damages by the standing Wa-
 ter upon the Ground of the said *W. D.* happening by
 reason of raising and improving the Ground, in the
 Occupation of the Tenants of the said *W. W.* so that
 the Water cannot have its free antient Course, by
 sinking into the Ground as formerly, having been
 loose, there not having been any Ditch or Channel,
 to pass the Water along within the Space of forty Years;
 according to the Evidence we have received. Witness
 our Hands the ——— Day of ——— *Et c.* Where-
 upon at this Court the Homage aforesaid made this
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Order, viz. Ordered by the Homage, That the An-Order of the
noyance made upon the said *W. D.*'s Ground, by the Homage
Tenants of the said *W. W.* by the Stoppage of Water, thereupon.
be removed by the said *W. W.* within four Months
from this — Day of —.

Also, They present, That there is due unto the
Lord of the said Manor, for a Tenement, with the
Appurtenances, in *H.* in the Occupation of *J. M.* and
five Acres of Land in *O.* late belonging to *H. B.* and
E. B. deceased, the Sum or Yearly Rent of 5 s. 4 d. Rent appor-
which they have apportioned as follows, viz. tioned.

That *J. M.* who now enjoys the said five Acres of
Land, shall pay for the same Yearly the Sum of 3 s. 4 d.

And that *R. D.* Esq; who hath purchased the said
Tenement, shall pay the Yearly Sum of 2 s.

Also, They present, That *T. S.* one of the custo-Death of a
mary Tenants of the said Manor, who held, &c. Tenant.
died before this Court, and since the last general
Court.

1. Proclamation was made for the Heirs of the said Proclama-
T. S. to come in and take up the Lands to them de- tion.
scended.

2. Proclamation made for the Heirs of *R. M.* to
come in, &c.

Also, They present the Payment of five Pounds of Recognition
lawful Money of Great Britain, by *W. J.* Deputy Money.
Reeve of the said Manor, for and in the Behalf of the
Copyholders thereof, unto the said Steward, for the
Use of the Lord of the said Manor, for the Recogni-
tion and Acknowledging their Service due unto the
said Lord, according to the Custom of the said Manor,
expressed in the Thirty-ninth Article of the printed
Custom-book.

Also, They present *W. M.* and *J. G.* Surveyors of Presentment
the Hamlet of *W.* for the Year last past, for breaking of an Annoy-
up the Common within the said Manor to dig Gravel, ance.
and not filling up the Pits made thereby, but leaving
the same open, to the great Damage of the Copyhold-
ers of the said Manor, and contrary to the Custom
thereof :

thereof : Wherefore they do amerce them at 7 s. 10 d. a-piece.

The like.

Also, They do present *J. B.* and *J. A.* Surveyors of the Hamlet of *L.* for the Year aforesaid, for the like Offence : Wherefore they do amerce them at 20 s. a-piece.

Tenant convicted of Felony.

Also, They present that *J. S.* one of the customary Tenants of the said Manor, being seised of the Moiety of a Tenement in *R.* before this Court, was executed for Felony.

Reeve presented.

Also, They present *S. H.* and *E. G.* two of the customary Tenants of the said Manor, to the end the Lord of the said Manor should elect and make Choice of one of them to be his Reeve of the said Manor, for the Year now next ensuing.

And now at this Court the said Lord did elect and make Choice of the said *E. G.* to execute the said Office for the Year aforesaid.

Afforers $\left\{ \begin{array}{l} H. N. \\ T. S. \end{array} \right\}$ **W**E do amerce all Knights, that do owe Suit and Service at this Court, and have made their Default, at 3 s. a-piece : All Esquires and Gentlemen, that do owe like Suit and Service, and have made their Default, at 2 s. 6 d. a-piece : And all Yeomen, that do owe like Suit and Service, and have made their Default, at 1 s. 6 d. *per Poll* ; To the Use of the Lord of the said Manor.

And so this Court was adjourned, until ——— the ——— of ——— next.

Stenhill,

Stenhill,
otherwise
Stanfield
Manor.

The Grand
Inquest for
the Lord
the King.

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W. M. of *L.*
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Stenhill, } *The View of Frankpledge, holden*
 otherwise } *for the said Manor, at —*
 Stanfield } *within the said Manor, upon*
 Manor. } *— being the — Day of*
 } *— of — in the Year of*
 } *our Lord—before me W. N.*
 } *Esq; Steward there.*

The Grand Inquest for the Lord the King.	[J. C.]	} Sworn.	[W. H.]	} Sworn.
	[R. S.]		[A. P.]	
	[E. H.]		[T. H.]	
	[R. M.]		[J. B.]	
	[J. B.]		[L. W.]	
	[J. C.]		[J. B.]	
	[W. S.]		[N. B.]	
	[H. J.]		[P. S.]	
	[W. M.]		[T. W.]	
	[R. W.]		[T. F.]	

AT this Court the Jury sworn for our Lord the Presentments.
 King, at the View of Frankpledge, holden for
 the said Manor, the — Day of — &c. ac-
 cording to the Custom of the said Manor, upon their
 Oaths present as follows.

And first, The said Jurors upon their Oath present A Juror not
W. M. of L. within the Jurisdiction of this Court, appearing.
 Mariner, who was summoned to appear at the said
 Court last mentioned, to be of the Jury to inquire
 for the Lord the King and the Lord of this Manor;
 for making Default, and not appearing according to
 the said Summons: Wherefore they do amerce him at
 1s.

Also they present *T. B. of W.* Viſqualler, for lay-Laying Soil
 ing Dung and Soil in the common Highway or in the High-
 Street there, within the Jurisdiction, &c. whereby way.
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the Common Sewer is stopped, and the Water hindered from having its due Course, to the like Damage and common Annoyance: Wherefore they do amerce him at 1s.

For straitning the Highway. *Also* they present *J. C. Baker*, for setting up and continuing three Posts in the common Highway or Street, before his Door, there within the Jurisdiction, &c. whereby the same is much straitned and obstructed, to the like Damage and common Annoyance: Wherefore they do amerce him at 10s.

Breaking up the Common. *Also* they present *R. B. of H.* for breaking up the Common or Waste Ground belonging to this Manor upon *M.* near unto the Windmill, within the Jurisdiction, &c. and for carrying away the Soil thereof, to the like Damage and common Annoyance: Wherefore they do amerce him at 1s.

Incroachment. *Also* they present *N. W. of L.* aforesaid, for an Incroachment and common Nuisance, by erecting and setting up a House or Building used for a Brew-house, upon the Waste Ground or common Footway, leading from *B.* towards *L.* within the Jurisdiction, &c. whereby the said Way is much straitned, to the like Damage and common Annoyance: Wherefore they do amerce him at 10l.

Surveyor of the Highway, for not opening a Trunk. *Also* they present *F. D.* one of the Surveyors of the common Highways of the Parish of *W.* within the Jurisdiction, &c. for not opening the Trunk or Hulve that should convey the Water into the Common Sewer in *C. Lane*, in *W.* aforesaid, but suffering it to be estopped, to the like Damage and common Annoyance, &c. Wherefore they do amerce him at 2s. 6d.

For not repairing a Bridge. *Also* they present *N. T. of M.* within the Jurisdiction, &c. for not repairing and amending a wooden Bridge leading over a Ditch, in the common Highway or Foot-path, leading from *M.* aforesaid, towards *S.* which by him ought to be repaired and amended, to the great Damage and common Annoyance, &c. Wherefore they do amerce him at 10s.

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Also they present *R. M. of H.* who commonly buys and sells Commodities and Wares by Weight, within the Jurisdiction of this Court, for refusing to produce and shew forth his Weights, by which he doth so buy and sell the same, unto *T. B.* and *G. R.* the Aleconners of the said Manor for the Year last past, that the same might be tried and proved, whether true or no, to the like Damage and common Annoyance: For which they do amerce him at 3s. 3d.

Also they present *J. H.* for stopping up the Common Sewer or Water-course, before or near five Tenements of his there, on the South-side of the Way, leading from *M.* to *S.* which ought to be kept open, whereby the Passage of the Water is there obstructed, and the common Highway much prejudiced, to the like Damage, &c. Wherefore (if he do not open and cleanse the same, before the — Day of — next) they amerce him at 1l. 1s.

Also they present *W. C. of L.* for keeping Hogs in *L.* afore said, within the Jurisdiction of this Court, to the great Damage and common Annoyance of the Inhabitants there dwelling, and of all other the King's Subjects passing that Way: Wherefore they amerce him at 10s.

Also they present *W. M. of R.* for not paving and amending the common Highway or Street before his Door, in *R.* afore said, within the Jurisdiction, &c. to the like Damage and common Annoyance: Wherefore they amerce him at 2s. 6d.

Also they present *J. G.* for the like Offence there: The like. Wherefore they amerce him at 7s. 6d.

Also they present *R. B. of W.* for not Cleansing and Scowering the Ditch by a Field called *C.* within the Jurisdiction, &c. which by him ought to be scowered and cleansed, to the like Damage and common Annoyance: Wherefore they amerce him at 10s.

Also they present *H. P. of the H. in W.* afore said, within the Jurisdiction, &c. Brewer, for making and brewing unwholesome and musty Beer, and selling and vending fourteen Barrels of the same, to *S. B. Victu-*

aller, to the like Damage and common Annoyance:
 For which Offence they do amerce him at 1 l.
Bakers selling *Also* they present the several Persons hereafter named
light Bread. (being Bakers) for breaking the Assize in making light
 Bread, and selling the same within the Jurisdiction of
 this Court, to the like Damage, &c. Wherefore they
 do amerce them severally, for their several Defaults
 and Offences, as follows; viz.

W. M. for the first Default, wanting 2 Ounces, — 10s.
 for the second Default, wanting 1 Oz. — 5s.
 for the third Default, wanting 1 Oz. — 5s.
R. S. for five several Defaults, wanting 7 Oz. — 35s.
R. for the first Default, wanting 1 Oz. & $\frac{1}{2}$, — 7s. 6d.

T. C. Constable, — Sworn.

7. 7. } Headboroughs, — Sworn.
R. R. }

R. N. } Aleconners, — Sworn.
R. D. }

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A Hundred Court Leet and Court Baron, held together after another Manner.

Hundred of A. } *The Court Leet and View of*
and Manor } *Frankpledge, with the*
of B. } *Court Baron of the Right*
Honourable Tho. Lord A.
Baron of W. in the County
of W. held there on the
24th Day of April in the
Year of our Lord 1764,
and in the Fourth Year of
the Reign of our Sovereign
Lord George the Third,
by the Grace of God, of
Great Britain, France and
Ireland, King, Defender
of the Faith, &c. Before
G. J. Gent. Steward there.

Bailiff, R. B. appeared.
Constable, David S. came to execute his Office,
and was sworn to present.

L. Thomas F. Tithingman there, came and gave to
the Lord for Rent due to this Day, 6s. 8d. and was
sworn to present.

The Complete Court-Keeper : Or,

M. *John L.* Tithingman there, came and gave to the Lord for Rent due to this Day, 6*s.* 8*d.* and was sworn to present.

N. *Henry B.* Tithingman there, came and gave to the Lord for Rent due to this Day, 5*s.* 8*d.* and was sworn to present.

O. *Abraham M.* Tithingman there, came and gave to the Lord for Rent due to this Day, 5*s.* and was sworn to present, &c.

Jurors for our Lord
the King.

Homage.

<i>John B.</i>	} Sworn.	<i>William S.</i>	} Sworn.
<i>Thomas S.</i>		<i>Francis B.</i>	
<i>John S.</i>		<i>Thomas R.</i>	
<i>Thomas F.</i>		<i>Henry W.</i>	
<i>Abraham P.</i>		<i>John A.</i>	
<i>William M.</i>		<i>Alexander S.</i>	
<i>Thomas R.</i>		<i>Henry W.</i>	
<i>Henry S.</i>		<i>Walter H.</i>	
<i>John S.</i>		<i>Richard D.</i>	
<i>Thomas M.</i>		<i>Robert C.</i>	
<i>Philip A.</i>		<i>William S.</i>	
<i>George A.</i>		<i>John H.</i>	

Residents not
appearing.

The Jurors aforesaid, upon their Oath say, That — are Residents within the Jurisdiction of this View of Frankpledge, and owe Suit of Court, and at this Day made Default: Therefore each of them, in Mercy, 3*d.*

Freeholders
not appear-
ing.

The said Homage, upon their Oath present, That — are Freehold Tenants of this Manor, and owe Suit of Court, and at this Day made Default: Therefore each of them in Mercy, 12*d.*

Copyholders
not appear-
ing.

Also they present, That — are customary Tenants of this Manor, and owe Suit of Court, and at this Day made Default: Therefore each of them in Mercy, 6*d.*

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Also they present to the Office of Constable for the Constable Year ensuing, *G. H. Y. W.* and *R. M.* Of whom chosen. the said *R. M.* is chosen by the Court, and sworn.

Also they present to the Office of Constable for the Constable Year ensuing, *J. L. S. W.* and *John S.* Of whom chosen not the said *John S.* is chosen by the Court, who came appearing to not here into Court to take the said Office upon him : be sworn before He is therefore commanded to take his Oath before a Justice of Peace. one of his Majesty's Justices of the Peace, to execute the said Office for the Year ensuing, within ten Days now next ensuing, under the Penalty of 10*l.*

L. *Also* they present *Thomas F.* to the Office of Tithingmen Tithingman there for the Year ensuing ; and he is chosen. sworn.

M. *Also* they present to the Office of Tithingman Tithingman there for the Year ensuing, *John L.* and he is sworn. continued.

N. *Also* they present to the Office of Tithingman Tithingman there for the Year ensuing, *John C.* who by Leave of chosen, and the Court puts in his Place *Stephen T.* and he is another Person sworn. son to serve in his Stead.

O. *Also* they present to the Office of Tithingman Tithingman there *George L.* and he is sworn. chosen.

Also they present, That the Highway leading from chosen. the great Bridge to the upper End of *P. Street*, is out Highways out of Repair : It is therefore commanded, that the said of Repair. Highway be repaired by the several Persons bound to do the same, before the Twenty-fourth Day of *June* next ensuing, under the Penalty of 20*s.*

Also they present, That *Thomas B.* obstructed the Water-course Water-course against the Land of *John L.* at a Place obstructed. called *S.* to the Damage of the said *John* : It is therefore commanded, that the said *Thomas* remove the said Obstruction within twenty Days now next ensuing, under the Penalty of 13*s.* 4*d.*

Also they present, That the Water running in the Water-course Rivulet, which comes from a Place called *D.* ought turned. to run by the ancient Course between the Meadow called *M.* and the Land of *John C.* and not other-ways.

Hedges out of Repair and not amended, tho' presented at the last Court. *Also* they present, That *William M.* of, &c. has not yet repaired his Hedge at *M.* against the Land of *Thomas B.* as at the last Court he was commanded: He has therefore forfeited the Penalty set on him at the last Court, viz. 20s. and he is now commanded well and sufficiently to amend his said Hedge within three Weeks next ensuing, under the farther Penalty of 20s.

Mill out of Repair. *Also* they present, That the Mill of *Jean D.* is out of Repair, and ought to be repaired: She is commanded sufficiently to repair and amend her said Mill within three Months now next ensuing, under the Penalty of 30s.

Lord's Waste. *Also* they present, That the Common at *H.* adjoining to the Mill called *N.* is the Lord's Waste, and that the House there lately built stands upon the said Waste.

Death of a Tenant. *Also* they present, That *T. W.* who held of the Lord for Term of his Life, by Copy of the Rolls of the Court of the said Manor, one Messuage, with the Appurtenances within the said Manor, died since the last Court; whereupon there fell to the Lord a Heriot, 3*l.* 6*s.* 8*d.* and that *Anne* his Widow is the next Tenant thereof, for the Term of her Widowhood, according to the Custom of the said Manor: Who came not to make her Claim thereof; therefore Day is given her at the next Court.

Next Tenant to appear at the next Court to be admitted. *Also* they present, That *John L.* who held of the Lord for Term of his Life, by Copy of the Rolls of the Court of the said Manor, one Tenement with the Appurtenances within the said Manor, died since the last Court; whereupon there fell to the Lord a Heriot, 30s. paid; and that *John* his Son is next Tenant thereof, for Term of his Life, according to the Custom of the said Manor: Who comes, and thereupon makes his Claim, and prays that he may be admitted Tenant, which is granted to him; and he is admitted and did his Fealty to the Lord.

Next Tenant admitted. At this Court came *Thomas T.* and claimed to hold for Term of his Life, by two several Copies of the Rolls

Admittance of a second Life,

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Rolls of the Court of the said Manor, bearing Date, &c. one Messuage, one Rood of Land, and also Half a Rood of Land with the Appurtenances, within the Manor aforesaid, late in the Tenure of *Richard L.* his Brother deceased; and prays to be admitted Tenant, which is granted to him, and he is admitted, and did his Fealty to the Lord.

Be it remembred, That on the second Day of *March*, Surrender out &c. at *S. Thomas B.* of, &c. who claims to hold for of Court. Term of his Life, by Copy of the Rolls of the Court of the said Manor, bearing Date, &c. (among other Things) one Close, &c. with the Appurtenances, within the Manor aforesaid, now in the Tenure of the said *Thomas*, came before me *G. J. Gent.* Steward of the said Manor (in the Presence of *Luke H.* and *George B.* two customary Tenants of the said Manor) and surrendered into the Hands of the Lord, the said Close, with the Appurtenances, and All the Estate, Right, Interest, Possession, Claim and Demand of the said *Thomas A.* that the Lord might thereupon do his Will.

At this Court came *Robert B.* of *H.* in the Parish of *T.* in the County of *W.* Yeoman, by Virtue of a Letter or Warrant of Attorney in Writing, bearing Date the 21st Day of this present Month of *April*, and made by *Richard T.* of *C.* within the Manor aforesaid, and now shewn in Court, which said *Richard T.* claims to hold for Term of his Life, and of the Life of *Robert* his Son. by Copy of the Rolls of the Court of the said Manor, bearing Date, &c. one Close of Land called *S.* containing by Estimation one Acre, one Meadow called *L.* containing Half an Acre, one small Meadow called *B.* containing Half an Acre, with the Willowbed adjoining to a certain Close, now or late of *John V.* containing by Estimation ten Perches of Land, and twenty Acres of Land lying in the Common Fields of *B.* (either more or less); as also one Close of Pasture called *H.* containing by Estimation one Acre and Half an Acre, formerly Parcel of the Tenement of *John G.* and also one Close of Meadow called *C.* containing by Estimation three Acres, now
or

A Surrender
by Attorney,
and a new
Grant upon
it.

or late Parcel of *George H.* with all their Appurtenances; All and singular which said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand, as well of the said *Richard T.* as of the said *Robert* his Son, (together with the said Copy to be cancelled) the said *Richard T.* being sole Purchaser of the said Premises, the said *Robert B.* for and in the Name of the said *Richard T.* in the said Court, surrendred into the Hands of the Lord, that the Lord might thereupon do his Will; whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine, upon which in the same Court the said *Richard T.* came again by the said *Robert B.* his said Attorney, and took anew of the Lord in the same Court, by the Delivery by the said Steward, all and singular the said Close and Premises aforesaid, with all and singular their Appurtenances; To have and to hold the Close and Premises aforesaid, with all and singular the Appurtenances to the said *Richard T.* as also to the said *Robert* his Son, and to *Jane*, Daughter of the said *Robert*, for the Term of their Lives and of the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent therefore of 10 s. by the Year, and one Heriot, when it shall happen; and by all other Rents, Charges, Works, Suits, Customs and Services, therefore first due and of Right accustomed; and for such Estate and Entry, so to be had in the said Premises, the said *Richard T.* gives to the Lord for a Fine 40 l. in Hand paid: and so by the said *Robert B.* his Attorney, he is thereupon admitted Tenant; but his Fealty and the Fealty of the others are respited until, &c.

A Tenant in Right of his Wife is admitted, surrenders and takes a new Estate.

At this Court comes *John L.* and in Right of *Anne* his Wife claims to hold for Term of the Life of the said *Anne*, by Copy of the Rolls of the Court of the said Manor, bearing Date, &c. one Messuage, &c. lying in *C.* within the said Manor, late in the Tenure of *Grace H.* deceased, and in Right of his said Wife prays to be thereof admitted Tenant, which is granted to him, and he is admitted, &c. And afterwards in the

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the same Court the said *John L.* and *Anne* his Wife come, and the said *John* and *Anne* (the said *Anne* being first solely and secretly examined by the Steward) surrender in Court into the Hands of the Lord the said Messuage or Tenement aforesaid, with all and singular their Appurtenances, and all the Estate, Title, Interest, Possession, Claim and Demand, of them and each of them, of and in the said Premises, that the Lord may thereupon do his Will; whereupon there fall to the Lord two Heriots, which are included in the under-written Fine; upon which in this same Court the said *Anne* comes again, and by the Assent of her said Husband takes of the Lord in the said Court the Messuage or Tenement aforesaid, with all and singular their Appurtenances; To have and to hold the said Messuage or Tenement, with all and singular the Appurtenances, to the said *Anne*, and also to *John L.* her Son for the Term of their Lives, and of the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent therefore of 16s. by the Year, and two Heriots when they shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services thereupon first due and of Right accustomed; And for such Estate and Entry so to be had in the Premises, the said *Anne L.* gives to the Lord for a Fine 72*l.* in Hand paid; and so the said *John L.* the Husband of the said *Anne*, in Right of his said Wife, is thereof admitted Tenant, and did his Fealty to the Lord; but the Fealty of the others is respited until, &c.

At this Court came *Edward T.* who claimed to hold Surrender for Term of his Life, and for the Lives of *Edward* and new and *Elizabeth* his Son and Daughter, by Copy of the Grant with Rolls of the Court of the said Manor, bearing Date, a Licence &c. one Close of Pasture called *S.* containing by Estimation 26 Acres (either more or less) with the Dwelling-house erected upon the said Close, with the Appurtenances within the Manor aforesaid; and the said *Edward T.* the Father (being sole Purchaser of the said Premises) surrendered in Court into the Hands of the Lord, to lease.

The Complete Court-Keeper: Or,

Lord, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand, as well of the said *Edward* the Father, as of the said *Edward* and *Elizabeth* his Son and Daughter, and of each of them (together with the Copy thereupon made to be cancelled) whereupon there fell to the Lord a Heriot which is included in the underwritten Fine; upon which, in this same Court the said *Edward* the Father and *Edward* the Son, came and took of the Lord in the said Court all and singular the said Premises, with their Appurtenances; To have and to hold all and singular the said Premises, with the Appurtenances, to the said *Edward* the Father and *Edward* his Son, as also to *Mary T.* Daughter of the said *Edward* the Son, for Term of their Lives and of the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent therefore of 12s. by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services therefore due and of Right accustomed: And for such Estate and Entry so to be had in the Premises, the said *Edward T.* the Father, and *Edward* his Son, give to the Lord for a Fine 25*l.* in Hand paid, and so the said *Edward* the Father is admitted Tenant, and did his Fealty to the Lord, but the Fealty of the said *Edward* the Son, and of *Mary T.* are respited, until, &c. And further, Licence is granted to the said *Edward* the Father and *Edward* his Son, to demise the said two Closes called *S.* with the Appurtenances, to *John G. of T.* in the County of *W.* Yeoman, his Executors, Administrators and Assigns, for the Term of 21 Years now next ensuing, if the said *Edward T.* the Father, *Edward* the Son and *Mary T.* or either of them, shall so long live, so that the House, Hedges, Ditches, and other Fences, be from Time to Time well and sufficiently repaired and inclosed, and the Rents, Charges, Works, Suits, Customs and Services, thereupon due to the Lord, well and sufficiently rendered.

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rendered and paid; otherwise, this Licence shall be void.

Unto this Court came *R. N.* and *A.* his Wife, which *A.* Surrender said *R. N.* held of the Lord of the Manor aforesaid, and new in Right of the said *A.* for Term of her Life, accord- Grant. ing to the Custom of the said Manor, by Copy of Court-roll, bearing Date, &c. one Messuage and Half Yard-land, with the Appurtenances, lying in *G.* within the Manor aforesaid. And the said *R. N.* and *A.* (the said *A.* being first secretly examined) in the aforesaid full Court surrendered into the Hands of the Lord of the Manor aforesaid the aforesaid Messuage and Half Yard-land, with the Appurtenances, together with all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand of them the said *R. N.* and *A.* to the Intent the said Lord may do therewith his Will; upon which there fell to the Lord one Heriot, which is included in the Fine following: Whereupon cometh *R. N.* Son of the aforesaid *R. N.* and doth take of the said Lord in the aforesaid full Court the aforesaid Messuage and Half Yard-land, with the Appurtenances; To have and to hold the aforesaid Messuage and Half Yard-land, with all and singular the Appurtenances, unto the aforesaid *R. N.* and *E. N.* and *M. N.* Brother and Sister of the said *R. N.* for Term of their Lives and the Life of either of them longest living successively, according to the Custom of the said Manor, by the Rent therefore by the Year of 12 s. one Cock and two Hens, and by all other Rents, Customs, Suits and Services, therefore due and of Right accustomed: And for such Estate so had in the Premises as aforesaid, the said *R. N.* doth give unto the said Lord for a Fine 120 l. in the Hand paid; and so the aforesaid *R. N.* is admitted Tenant, and his Fealty is respited because he is within Age.

A Court

A Court Leet of a Manor, held
by a Deputy Steward for a
Guardian.

Manor } *The Court of View of Frankpledge,*
of A. } *of W. A. the Elder, Esq; Father*
and Guardian of W. A. the
Younger, Esq; Lord of the said
Manor, held there for the said
Manor on the 23d Day of Octo-
ber in the Year of our Lord 1764,
and in the fourth Year of the
Reign of our Sovereign Lord
George the Third, by the Grace
of God, of Great Britain, France,
and Ireland, King, Defender of
the Faith, &c. before W. S.
Gent. Deputy of T. E. Esq;
Steward there.

Essoins. — At this Day Essoins, as appear after-
wards.

Juries in Assize. At this Day no Juries in Assize.
Tithingman. John S. Tithingman there came and
was sworn to present.

Tithingman

Tithing

Or if

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Tithingman chosen. *John S.* is chosen into the Office of Tithingman for the Year ensuing, who by Leave of the Court hath put in his Place *W. O.* who took his Oath for the due Execution of the said Office.

Or if continued. The said *John S.* is continued in the Office of Tithingman for the Year ensuing, and took his Oath for the due Execution of that Office.

Jurors for our Lord the King.

<i>John S.</i>	} Sworn.	<i>Robert H.</i>	} Sworn.
<i>John P.</i>		<i>William C.</i>	
<i>Richard D.</i>		<i>John K.</i>	
<i>William T.</i>		<i>David B.</i>	
<i>Roger H.</i>		<i>Thomas R.</i>	
<i>John J.</i>		<i>John T.</i>	
<i>George C.</i>		<i>William H.</i>	

WHO being charged and sworn, upon Articles Resients, touching the said Court, upon their Oath say, That — are Resients within the Jurisdiction of this Court, and owe Suit of Court, and at this Day made Default; therefore each of them in Mercy 3*d.*

And they further present, That *Richard D. Abraham P.* and *Henry W.* dug Earth in the Highway leading to *P.* to the Damage of the said Way, and Prejudice of all People passing there; and it is ordered, that they repair the said Way, before the next Court to be held for the said Manor, under the Penalty on each of them making Default, to forfeit 20*s.*

Mercy.

Penalty.

And they further present, That *John F.* dug Earth in the Highway leading to *B.* It is ordered, that he amend the said Way before the next Court, under the Penalty of 10*s.*

Penalty.

And

The Complete Court-Keeper : Or,

And they further present, That the Highway leading from the Bridge to G. Gate is out of Repair ; It is ordered, that the said Highway be repaired by the several Persons bound to do the same before the 25th Day of *December* next ensuing, under the Penalty on making Default to forfeit 6 s. 8 d.

Penalty.

And they further present, That the Floodgate in the Water-course belonging to *John C.* is out of Repair ; It is ordered, that the said Floodgate be well and sufficiently repaired by the said *John C.* before the 25th Day of *December* next ensuing, under the Penalty on making Default, to forfeit 13 s. 4 d.

Penalty.

Also they present, *A. W.* for obstructing a certain Water-course near the Corner of his House, to the Damage of the Foot-way leading to *C.* and in Default of not amending the same before, &c, next ensuing, they amerce him to 13 s. 4 d.

Penalty.

And that all other things are well.

Affeerers { *Abraham P.* } Sworn.
 { *Andrew R.* }

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A Hundred Court Leet, with several
Presentments of Treasons, Felonies,
Forfeitures, Escheats, &c.

Hundred of B. } *The View of Frankpledge of*
and Manor } *Sir Edward H. Knt. held*
of B. } *there on the 25th Day of*
April in the Year of our
Lord 1764, and in the
Fourth Year of the Reign
of our Sovereign Lord
George the Third, by the
Grace of God, of Great
Britain, France, and Ire-
land, King, Defender of
the Faith, &c. Before
W.A. Esq; Steward there.

Bailiff, *H. A.*

Constable *Abraham B.* came to execute his Office, and was sworn to present.

A. John L. Tithingman there, came and gave to the Lord for Rent due to this Day 6s. 8d. and was sworn to present.

B. Thomas A. Tithingman there, came and gave to the Lord for Rent due to this Day 4s. and was sworn to present.

The like of the other Tithings.

K

Jurors

Jurors for our Lord the King.

<i>John S.</i>	} Sworn.	<i>John H.</i>	} Sworn.
<i>Andrew B.</i>		<i>John F.</i>	
<i>William S.</i>		<i>George D.</i>	
<i>Andrew S.</i>		<i>David B.</i>	
<i>John P.</i>		<i>William S.</i>	
<i>Laurence S.</i>		<i>John B.</i>	
<i>John B.</i>			

In the first Place the said Jury say upon their Oath,
That ^{3d.}*John R.* ^{3d.}*Richard R.* and ^{3d.}*John W.* &c. are Re-
sidents within the Precincts of the said View of Frank-
pledge, and at this Day made Default; therefore each
of them in Mercy, as appears above over their re-
spective Names.

Constable
chosen

Also they present, That *E. J.* is chosen at this
Court by the said Jurors, into the Office of Constable
for the Year ensuing, and he is sworn to execute
the said Office.

Tithingman
chosen.

Also, That *John L.* is chosen at this Court by the
said Jurors, into the Office of Tithingman there for
the Year ensuing, and is also sworn to execute the said
Office.

Presentment
of Petty
Treason,

Also the said Jurors upon their Oath say and pre-
sent, That *A. B.* of, &c. at *S.* within the Jurisdiction
of this Court of our said Lord the King, Coined
twenty Pieces of Silver Money, called Shillings, and
forty Pieces of Silver Money, called Half-crowns,
falsly and feloniously (Letters Patent of our said Lord
the King not being first obtained) against the Peace
of our said Lord the King, his Crown and Dignity,
and against the Form of the Statute in such Case pro-
vided.

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Also they present, That one *A. B. &c.* Gent. on Of Felony for the — Day of, *&c.* at *C.* within the Jurisdiction of burning this Court, and with Force and Arms, *&c.* wilfully Houses. and feloniously (of his Malice aforethought) burnt and with Fire destroyed the Dwelling-house of one *E. F.* against the Peace, *&c.* and against the Form of the Statute in that Case made and provided ; the Bailiff is therefore commanded to seise all their Lands and Tenements, Goods and Chattels, that he may answer for the same to the Lord of this Manor.

Also they present, That *A. B.* of *S.* aforesaid, Yeo- Accessary. man, on the — Day, *&c.* at *S.* aforesaid, within the Jurisdiction of this Court, counselled, set on, aided and abetted one *C. D.* feloniously to steal, take and lead away one black Cow, *&c.* of the Chattels of one, *&c.* of the Price, *&c.* by Means of which counselling, setting on, aiding and abetting, the said *C. D.* on the — Day of, *&c.* feloniously stole, took and led away the said black Cow, *&c.*

Also they present, That one *J. H.* of *J.* aforesaid, Felony for Yeoman, on the — Day, *&c.* at *A.* within the Ju- burning a risdiction of this Court, with Force and Arms, *&c.* House. wilfully and feloniously, of his Malice aforethought, burnt the House of one *J. S.* against the Peace of our Lord the King ; the Bailiff is therefore commanded to seise all his Lands and Tenements, Goods and Chattels, so that he may answer for the same to the Lord of this Manor.

Also they present, That *A. B.* of *J.* aforesaid, Yeo- Rape. man, on the — Day, *&c.* at *J.* aforesaid, within the Jurisdiction of this Court, broke and entred the Close and House of one, *&c.* and upon one *Katherine*, &c. Daughter, *&c.* in the Peace of God and our Lord the King being, made an Assault, and then and there with Force and Arms against her Will ravished her, and carnally knew her, contrary to the Peace, *&c.*

Also they present, That *C. D.* of, *&c.* on the — Burglary. Day, *&c.* at *J.* within the Jurisdiction of this Court, about the Hour of Nine in the Night of the same Day, feloniously broke and entred the Dwelling-house

house of one, &c. with Intent to rob the said, &c. and feloniously took and carried away one Gold Cup, of the Goods and Chattels of the said, &c. of the Value of, &c. then and there being in the said Dwelling-house, contrary to the Peace, &c.

Robbery on the Highway. Also they present, That *T. F.* of, &c. Labourer, on the — Day, &c. at *B.* within the Jurisdiction of this Court, with Force and Arms, and against the Peace, &c. at, &c. within the Jurisdiction of this Court in the King's Highway, there made an Assault upon one *T. B.* in the Peace of God and our Lord the King being, and then and there robbed the said *T. B.* and twenty Shillings of the Goods and Chattels of the said *T.* then and there being in his Pocket, from the Person of the said *T.* feloniously took and carried away against the Peace of our Lord the King, his Crown and Dignity, &c.

Hue and Cry after a Felon not pursued, Town amerced. Also they present, That the said *T. B.* being robbed, raised great Hue and Cry, and freshly pursued the said *F. F.* as a Felon on the same Day and Year, from the Place where he was so robbed to the Town of, &c. and that none of the Inhabitants there pursued the said Felon upon the said Hue and Cry, and so the said Felon escaped, in Contempt of our Lord the King, and contrary to the Form of the Statute in such Case made and provided; therefore the said Town of, &c. in Mercy, &c.

Fugitive. Also they present, That *E. L.* of, &c. Yeoman, on the — Day, &c. at *B.* within the Jurisdiction of this Court, a certain white Gelding of the Price, &c. of the Goods and Chattels of one, &c. in the Common Field there being, feloniously stole, took and led away; and that the said *E. L.* for the said Felony withdrew himself and fled; the Bailiff is therefore commanded to seize two Cows of the Goods and Chattels of the said *E. L.* as an Escheat and Forfeiture to the Lord, and that they be kept safely to the Use of the Lord, &c. or to the Use of the King.

Rescue. Also they present, That one *B. R.* of *J.* aforesaid, Yeoman, was taken and arrested upon Suspicion of a certain

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certain Felony, and put into the Stocks, and that one *J. F.* of *J.* aforesaid, with Force and Arms feloniously broke the said Stocks, and then and there permitted the said *B. R.* to escape and go at-large, contrary to the Peace, &c. the Bailiff is therefore commanded, &c. as before.

Also they present, That *T. J.* of, &c. Yeoman, on Felon rescue the — Day, &c. at *J.* within the Jurisdiction of ed. this Court, one Calf of the Price of, &c. of the Goods and Chattels of one *J. B.* then and there found, feloniously took and carried away, and that *W. B.* Bailiff of the said Manor on the — Day, &c. at *J.* aforesaid, arrested the said *T. J.* upon Suspicion of the said Felony, and that *W. F.* of *J.* aforesaid Labourer, with Force and Arms at *J.* aforesaid, on the said Day and Year, made an Assault on the said *W. B.* in the Peace of God and our Lord the King being, and the said *T. J.* then and there in the Custody of the said *W.* feloniously took away, rescued and permitted to go at large, contrary to the Peace, &c. the Bailiff is therefore commanded as before.

Also they present, That *A. B.* of, &c. on the — Robbing a Day, &c. at *J.* within the Jurisdiction of this Court, Pigeon-house about the Hour of one in the Night of the same Day, broke and entred a certain Dove-house of one, &c. and forty Pigeons of the Price, &c. of the Goods and Chattels of the said, &c. from the House of the said, &c. feloniously took and carried away, contrary to the Peace, &c. Therefore, &c.

Also they present, That one *J. L.* of, &c. on the Stealing Fish — Day, &c. at *J.* within the Jurisdiction of this Court, out of Trunk. about the Hour of Eleven in the Night of the same Day, broke and entred a certain Trunk of, &c. and ten Fishes, called Pykes, of the Price, &c. of the Goods and Chattels of the said, &c. from the Trunk of the said, &c. then and there feloniously took and carried way, contrary to the Peace, &c. Therefore, &c.

Also they present, That *P. J.* of, &c. on the — Petit Larceny Day, &c. broke and entred the Close of one, &c. ny.

at, &c. and one Towel of the Price of 6*d.* of the Goods and Chattels of the said, &c. then and there found, feloniously took and carried away: The Bailiff is therefore commanded to seize all his Goods and Chattels into the Hands of the Lord.

Goods waived.

Also they present, That one *M. S.* came within the Jurisdiction of this View of Frankpledge, and brought here certain Goods and Chattels which she had stole, to wit, one Shift, one Petticoat, and one Shirt, of the Value of 20*s.* and not more: All which Things were brought here by the said *M.* And the said *M.* here, within the Jurisdiction of this Manor, waived and left them, and fled away, by which the said Goods and Chattels belong to the Lord of this Manor; upon which the Bailiff is commanded to seize them, as escheated and forfeited to the Lord; and he did so; and the said Goods and Chattels were delivered to the Lord in this Court.

An Estray of a Horse.

Also they present upon their Oath, That on the Twentieth Day of *March* in the Thirteenth Year of the Reign of our Sovereign Lord *George* the Second, now King of *Great Britain*, &c. a Grey Horse came into the said Lordship as an Estray, and remains in the Custody of *T. D.* to be proclaimed.

Estray of a Colt.

Also they present, That a Colt of a Bay Colour, of Four Years old or more, came within the said Lordship as an Estray, on the Ninth Day of *September* in the Twelfth Year of the Reign of our said Lord the King, of the Value of 35*s.* and remained in Custody of the Bailiff by the Space of a Year and a Day, after three Proclamations on three several Days made, according to the Form of the Statute: Therefore the Property of the said Colt is in the Lord of the Manor.

Affray.

Also they present, That *J. S.* made an Affray within the Jurisdiction of this Court, and drew Blood: Therefore he is in Mercy 6*s.* 8*d.*

Wounding with a Sword.

Also they present, That as one *A. B.* Servant of *G. H.* Bailiff of the Lord, was driving certain Cattle of one *R. G.* to the Pound of the Lord, to be there impounded, one *E. P.* came with great Violence into the said

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said Pound with a Sword of the Value of 10s. and then and there struck the said *A. B.* upon his Head with the said Sword, and so drew Blood from the said *A. B.* by Occasion of which Blow the said *A. B.* fell to the Ground as dead: Therefore the said *E. P.* is in Mercy, and is assayed by the chief Pledge to 5s.

Also they present, That *A. B.* Widow, is a common Entertaining Harbourn and Entertainer of Whores and Women of lewd women. evil Fame and Conversation, to the Annoyance of her Neighbours: Therefore she is amerced 20s.

Also they present, That *Richard P.* is a common Drunkard. Drunkard: Therefore he is in Mercy 1s.

Also they present, That *Henry S.* is a common Ale- Keeping a house-keeper, and permits disorders in his House, con- disorderly trary to the Statute: He is therefore in Mercy 10s. House.

Also they present *Edward T.* for a common Tippler: A common He is therefore in Mercy 3s. 4d. Tippler

Also they present, That *W. G.* is Constable, and is Constable not here at the View of Frankpledge, to present what appearing in belongs to that Office, but made Default: Therefore Court amerced. he is in Mercy 6s. 8d.

Also they present, That *B. R.* and *C. D.* are Ale- Aleconners conners, and are not here at this View of Frankpledge, not appear- to present that which to their Office belongs, but ing. have made Default: Therefore each of them in Mer- cy 3s. 4d.

Also they present, That the common Way leading Highway, by the Field called *P. Field*, is a common Horfeway, Gate and and so has been used Time out of Mind; and that Bridge out of the Gate and Bridge being beyond the great Bridge Repair. ought to be maintained and kept in Repair by the Tenants of the Land, and now are not: It is therefore commanded, That the Tenants of the Land amend and repair the said Gate and Bridge, before the Feast of, &c. next ensuing, under the Penalty, &c.

Also they present, That *R. G.* of *I.* aforesaid, Yeoman, diverted the common Course of a certain Rivulet, diverted. leading by the House of one *R. H.* out of the right Course where it ought to run: He is therefore com-

manded to turn it into its ancient right Course, before the Feast of, &c. under the Penalty, &c.

Water-course or Gutter Also they present, That there is a certain Gutter running from the House or Kitchen of *F. J.* by which filthy or stinking Water is carried from the said Kitchen into the King's Highway, to the great Annoyance of the King's Subjects passing over the said Highway: He is therefore commanded to remove or stop the same, before the Feast of, &c. under the Penalty, &c.

A Dunghill in the Highway to be removed. Also they present, That *R. W.* has erected a certain Dunghill against his House, near the King's Highway, to the Annoyance of the King's Subjects: He is therefore commanded to remove and carry the same away, before the Feast of, &c. under the Penalty, &c.

Order to cleanse a Ditch. It is ordered, That *R. B.* scower and cleanse his Ditch at the lower End of *G. Hill*, containing by Estimation 20 Perches, before the Feast of, &c. next ensuing, under the Penalty for every Perch 8*d.*

Incroachment to be laid open. Also it is ordered, That *T. M.* lay open a certain Parcel of Land, lately by him incroached and inclosed, between *W. Lane* and *P. Common*, before the Feast of, &c. next ensuing, under the Penalty for every Perch not laid open 20*d.*

Order to make and maintain a Bridge. Also it is ordered, That *J. F.* make and maintain a Bridge in his Close called *G.* in the Way leading from *J.* to *H.* under the Penalty of forfeiting to the Lord 10*s.*

Common Highway annoyed. Also they present and amerce *E. F. Widow*, for not amending and repairing two Stepping-stones over the Ditch near the Lane, to the Annoyance of the King's common Highway and the People passing by the same; and that she amend and repair the said Stepping-stones before the first Day of *December* next ensuing, under the Penalty of forfeiting to the Lord of this Manor 5*s.*

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Effoins -
Plaints

Edward
Richard
George C
William
John H.
Philip W
William

A Court Baron held by itself, with
great Variety of Presentments.

Manor of *A.* } *The Court Baron of the Ma-*
in the Coun- } *nor aforesaid, held there*
ty of *B.* } *for and in the Name of the*
Honourable William B.
Esq; Lord of the said Ma-
nor, on the second Day of
October in the Year of our
Lord 1764. and in the
Fourth Year of the Reign
of our Sovereign Lord
George the Third, by the
Grace of God, of Great
Britain, France, and Ire-
land, King, Defender of
the Faith, &c. Before
G. J. Gent. Steward there.

Essoins — At this Day *Essoins*, as appear hereafter.
Plaints — At this Day no *Plaints*.

Homage there.

Edward T.	} Sworn.	Henry W.	} Sworn.
Richard L.		William L.	
George C.		Samuel L.	
William J.		Abraham C.	
John H.		Thomas H.	
Philip W.		Walter J.	
William S.			

Who

Presentment
of the Ho-
mage.
Free Suitors.
Mercy.

WHO being sworn, and charged upon Articles touching the said Court Baron, say upon their Oath, That the Mayor and Commonalty of the City of A. are Free Suitors of the said Manor, who owe Suit to this Court, and have made Default: Therefore they are in Mercy 12 d.

Tenants by
Indenture.

And they farther present, That *Richard C.*^{app.}
Jane T.^{app.} *George G.*^{app.} *John A.*^{6 d.} *Mary T.*^{app.} Spinster, *Abra-*^{6 d.}
ham C. in Right of *Anne* his Wife, *Mary O.*^{app.} *Daniel P.*^{6 d.}
Jane W.^{app.} Widow, *John J.*^{exc.} *Alice G.*^{app.} *William E.*^{app.}
John C.^{6 d.} *Thomas H.*^{app.} *Richard R.*^{app.} *John H.*^{6 d.} *William D.*^{app.}
Thomas W.^{ff.} *Hannah H.*^{6 d.} *John S.*^{app.} *Philip S.*^{app.} *William C.*^{a n.}
Edward T.^{app.} *Samuel L.*^{6 d.} *Henry W.*^{app.} *William L.*^{app.} *Doro-*
thy H.^{app.} Widow, *Robert M.*^{app.} *Thomas S.*^{app.} *John W.*^{exc.} *Anne*
H.^{6 d.} *Henry M.*^{6 d.} *Abraham L.*^{app.} *William A.*^{app.} *John B.*^{app.} *An-*
drew S.^{app.} *Alexander H.*^{app.} *Robert S.*^{app.} and *Giles A.*^{app.} are Te-
nants by Indenture of the said Manor, who owe Suit
to this Court: Therefore each of them, who has made
Default, and is not effoined, is in Mercy, as appears
over the Head of each of them.

Customary
Tenants.

And farther they present, That *Margaret C.*^{app.}
Grace F.^{app.} *Peter S.*^{ff.} *John F.*^{ff.} *William H.*^{ff.} *Thomas W.*^{ff.}
Edward A.^{6 d.} *John B.*^{ff.} and *Jane W.*^{6 d.} Widow, are cu-
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stomary Tenants of the said Manor, who owe Suit to the Court: Therefore each of them who has made Default, and is not essoined, is in Mercy, as appears over the Head of each of them.

And further they present, That *Mary O.* Widow, hath not repaired her Barn, according to the Order made at the last Court held for the said Manor; by which she has forfeited 10 s. the Penalty of that Order: And it is ordered, That the said *Mary* well and sufficiently repair the said Barn before the Twenty-fourth Day of *June* next ensuing, under the Penalty on making Default, to forfeit 10 l.

Penalty.

And they further present, That the Barn and Stable of *John A.* is out of Repair; and it is ordered, That the said *John* repair the said Barn and Stable, before the Twenty-fifth Day of *March* next ensuing, under the Penalty on making Default, to forfeit 40 s.

Penalty.

It is ordered, That *Abraham C.* well and sufficiently repair the South-part of his House before the second Day of *February* next ensuing, under the Penalty on making Default, to forfeit 20 s.

Penalty.

It is ordered, That *William D.* well and sufficiently repair his House and Stable before the Feast of the Annunciation of the Blessed Virgin *Mary* next ensuing, under the Penalty on making Default, to forfeit 30 s.

Penalty.

It is ordered, That *Elizabeth C.* Widow, well and sufficiently repair her House and Stable before the Feast of the Annunciation of the Blessed Virgin *Mary* next ensuing, under the Penalty on making Default, to forfeit 20 s.

Penalty.

It is ordered, That the said *Elizabeth C.* scower her Ditch, extending the Length of the whole Close of *Edward T.* before the Twenty-first Day of *December* next, under the Penalty on making Default, to forfeit 6 s. 8 d.

Penalty.

It is ordered, That *John T.* scower and cleanse his Ditch, between a certain Place called *M. Lane* and a certain

Penalty.

certain Rivulet, &c. before the second Day of *February* next ensuing, under the Penalty on making Default to forfeit 15 s.

Penalty.

It is ordered, That *William D.* and *Elizabeth B.* scower and purge all that Ditch between the Water-course in the Meadow of *Henry M.* to the Stile which goes into the Close called *T.'s Mead*, before, &c.

Penalty.

It is ordered, that *Hannah H.* the Elder, Widow, scower and purge her Ditch called *S. Mead Ditch* from the Corner of the said Meadow to the *H. Mead* of *Henry M.* before the Twenty-first Day of *December* next ensuing, under the Penalty on making Default, to forfeit 20 s.

Penalty.

It is ordered, That *Thomas W.* Gent. make good and sufficient Fences against the Close called *P.* belonging to *P. W.* before the second Day of *February* next ensuing, under the Penalty on making Default, to forfeit 20 s.

Penalty.

It is ordered, That *J. M.* make good and sufficient Bounds from the upper Part of the Close called *M's Mead*, to the lower Part of the Close called *G.'s Mead*, before the Feast of the Annunciation of the Blessed Virgin *Mary* next ensuing, under the Penalty on making Default, to forfeit 20 s.

Penalty.

It is ordered, That the *Reen* in *C.* from the Ditch of *Thomas H.* to ——— be scowered and purged by those who ought to scower and purge the same, before the First Day of *November* next, under the Penalty on each making Default, to forfeit 10 s.

And they further present, That the Ditch of the Lord of the Manor from the upper End of the lower *C. Mead* to the *R.* and the Ditch at the End of *B. Mead*, against *W. D.'s Ham*, are out of Repair, for want of sufficient Purging and Scowering; and ought to be purged and scowered, before the Feast of the Annunciation of the Blessed Virgin *Mary* next ensuing.

And they further present, That the private Way for the Lord and the Tenants of this Manor, from the

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lower *H.* ought to be repaired ; and that the same ought to be repaired by the Lord of the said Manor.

And they further present, That a View should be taken of the new Way in the upper Field, leading from *L.* towards *B.* before the next Court of the said Manor : Which said View was taken by the said Homage, during the Sessions of this Court.

And they further present, That *George W.* has kept in his House one *R. M.* as an Inmate or Under-tenant, by the Space of Twelve Months, contrary to the Statute : Therefore he has forfeited the Penalty of that Statute, *viz.* 10*s.* for every Month, in the whole amounting to 6*l.*

Penalty.

And they further present *Richard W.* for the like Fault, for Six Months : Therefore he has forfeited for every Month in the whole amounting to, &c.

And they further present, That *Thomas R.* and *John B.* have severally kept Greyhounds : It is ordered, That the said Dogs be seized to the Use of the Lord of the Manor.

And they further present, That *J. K.* has overcharged the Common with Sheep, to the great Prejudice of the Tenants of this Manor : Therefore he is in Mercy 10*s.*

Penalty.

And they further present, That *John A.* has intruded upon Land now in the Possession of *William S.* to his great Prejudice ; and that the said *John A.* desires that there may be an Inspection made of the said Damage : It is therefore ordered, That the said Homage inspect the Place in Question, and at the next Court held for the said Manor deliver their Opinion upon the whole Matter, that the Court may thereupon do what is just.

And they also present, That *John H.* *James B.* and *R. S.* made Incroachments, and inclosed several Parcels of the Common there for Gardens : And it is ordered, That they lay open the said Incroachments, before the Feast of the Annunciation of the Blessed Virgin *Mary* next ensuing, under the Penalty on each of them making Default, to forfeit 20*s.*

Penalty.

And

The Complete Court-Keeper: Or,

And they further present, That *J. P.* made an Incroachment, and erected a House upon the Waste; and that he ought to remove the Incroachment, unless he shall agree with the Lord of the Manor for such Offence.

It is ordered, That the Fence belonging to the lower Field of, &c. be well and sufficiently repaired by those to whom it belongs, before, &c. under the Penalty of, &c.

It is ordered, That every Tenant of this Manor, who has not brought his Writings at this Court, bring the same to the Steward, within the Space of Ten Days, under the Penalty on each of them making Default, to forfeit 10 s.

And they further present, That all other Things are well.

Officers { *Edward T.* } Sworn.
 { *George G.* }

Surrender of
J. S.

Admission of
William S.

At this Court came *John S.* a customary Tenant of the said Manor, and in full Court surrendered into the Hands of the Lord a Moiety of one Messuage or Tenement called *W.* containing by Estimation Forty-eight Acres of Land, Meadow and Pasture, with the Appurtenances, formerly in the Tenure of *William R.* deceased, and now in the Tenure of the said *John S.* to the Intent that the Lord might thereupon do his Will. Upon which Surrender a Heriot fell to the Lord, which is compounded for two Pounds and three Shillings to the Lord in Hand paid. And at this same Court came *William S.* Son of the said *John S.* and took of the Lord of the said Manor, by the Delivery of the said Steward, the said Premises, with the Appurtenances; To have and to hold the Moiety of the said Messuage or Tenement aforesaid, with all and singular its Appurtenances, to the said *William S.* and *John S.* and to *Elizabeth W.* Wife of *George W.* and Daughter of the said *John S.* for the Term of their Lives successively, and the Life of the longer

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longer Liver of them, according to the Custom of the said Manor, by the yearly Rent of 5 s. 5 d. 3, and by all other Charges, Works, Heriots, Customs and Services therefore due and of Right accustomed: And for such Estate and Entry so to be had in the Premises, the said *William S.* gave to the Lord 18 l. for a Fine; and so the said *William* is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the said *John S.* and *Elizabeth W.* is respited until, &c.

At this Court came *Mary M.* Spinster, and in full New Grant Court took of the Lord of the said Manor, by the ^{to *Mary M.*} Delivery of the said Steward, the immediate Reversion of one small Dwelling-house and Shop, with the Appurtenances, situate and being on the East-part of C. Lane within the said Manor; To have and to hold the said Premises, with the Appurtenances, to the said *Mary M.* and *Thomas M.* Brother of the said *Mary*, for the Term of their Lives, and of the Life of the longer Liver of them, successively, according to the Custom of the said Manor, presently and immediately after the Death, Surrender or Forfeiture of *J. P.* or by whatsoever other Means the said Premises shall happen to come to the Hands of the said Lord, by the yearly Rent of 12 d. and by all other Charges, Duties, Customs and Services therefore due and of Right accustomed: And for such Estate so to be had in the Premises, the said *Mary* gives to the Lord for a Fine 30 s. and the said *Mary* is thereupon admitted Tenant in Reversion; but her Fealty is respited until, &c.

At this Court came *Thomas F.* and took of the New Grant Lord of the said Manor one Messuage or Tenement into ^{*Thomas F.*} *L.* with all and singular the Appurtenances to the said Messuage or Tenement belonging, all and singular which Premises were late in the Tenure or Occupation of one *Joan P.* Widow, lately deceased; To have and to hold the said Messuage or Tenement aforesaid, with all and singular the Appurtenances, to the said

The Complete Court-Keeper : Or,

said *Thomas F.* *John F.* and *Susanna F.* Son and Daughter of the said *Thomas F.* for the Term of their Lives, and of the Life of the longer Liver of them successively, according to the Custom of the said Manor, by the yearly Rent of 10 s. and by the best Beast for a Heriot, or 3 s. 4 d. for the same, at the Election of the Lord, when it shall happen; and by all other Charges, Works, Customs and Services therefore due and of Right accustomed: And for such Estate and Entry so as aforesaid to be had in the Premises, the said *Thomas F.* gives to the Lord for a Fine 40 l. in Hand paid; and so the said *Thomas F.* is thereupon admitted Tenant; and he did his Fealty to the Lord of the said Manor; but the Fealty of the said *John* and *Susanna* is respited until, &c.

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Another Court Baron, held after another Manner.

Manor } *The Court Baron of Sir Edward
of . }* *K. Knt. and Bart. and of John
L. Esq; Lords of the said Ma-
nor, held there on the Second
Day of May in the Year of our
Lord 1764, and in the Fourth
Year of the Reign of our So-
vereign Lord George the Third,
by the Grace of God, of Great
Britain, France, and Ireland,
King, Defender of the Faith,
&c. before G. J. Gent. Steward
there.*

Homage there.

<i>Abraham P.</i>	} Sworn.	<i>William T.</i>	} Sworn.
<i>Thomas R.</i>		<i>Lawrence S.</i>	
<i>John F.</i>		<i>Walter B.</i>	
<i>Richard D.</i>		<i>John P.</i>	
<i>William S.</i>		<i>George R.</i>	
<i>William C.</i>		<i>Peter H.</i>	

THE said Homage present and amerce *William L. A. B. Gent. C. D. Yeoman*, and all the other customary Tenants of this Manor, who have made Default to appear this Day at this Court to make their several Suits and Services, to 6*d.* for each of them separately.

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Also

The Complete Court-Keeper : Or,

Also they present *B. Y.* Widow, for felling a Pollard Ash-tree growing upon the Waste of the Lord of the said Manor : Therefore the said *B.* is amerced by the said Homage to 6 s. 8 d.

Also they present, That *G. C.* dwells in a certain Cottage erected upon the Lord's Waste.

Also they present one Cottage in the Possession of *William P.* to be a Cottage erected upon the Lord's Waste within eighty Years last past, without four Acres of Land annexed to the said Cottage.

Also they present one Cottage in the Occupation of *S. M.* to be a Cottage of antient standing upon the Lord's Waste.

Also they present one Cottage in the Occupation of one *John T.* to be lately erected by one *John W.* upon the Lord's Waste ; and also that the said *John T.* with a Hedge inclosed Parcel of the Lord's Waste.

Also they present one Cottage in the Possession of *W. S.* to be a Cottage lately erected upon a certain Piece of Land which was formerly taken out of the Lord's Waste.

Also they present, That *A. W.* Widow, lately inclosed a certain Piece of the Lord's Waste near *W.* Common ; and thereupon it is ordered, That if she shall not throw down the Inclosure within a Month next ensuing, she shall forfeit to the Lord of the Manor 5 s.

Also they present, That *G. L.* (who dwells within the Precincts of this Court) permitted one *T. F.* with his Family, to cohabit with him in his House as an Inmate, by the Space of Six Months last past, contrary to the Form of the Statute ; whereby he has forfeited to the Lord for every Month 10 s. which in the whole amounts to 60 s.

Also they present and amerce *E. W.* the Younger, for overcharging the Common with Sheep and other Cattle, to 20 s.

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Also they present and amerce *E. W.* for Feeding his Cattle on the Common, to the Prejudice of the Tenants and Lord of this Manor, to 10 s.

Also they present, That *C. D.* ^{5 s.} incroached upon the Waste of the Lord of the said Manor, called, &c. Therefore he is in Mercy, as appears over his Head.

At this Court came *William S.* the Elder, and took New Grant to of the Lord, by the Delivery of *G. J.* Gent. Steward *William S.* there, the Reversion of one Messuage or Tenement in *P.* containing forty Acres of Land and Pasture, with the Appurtenances, now in the Tenure of *Philip S.* To have and to hold the Reversion aforesaid; as also the said Messuage and Tenement, and forty Acres of Land and Pasture, and all and singular other the Premises, with the Appurtenances, to the said *William S.* for the Lives of *John S.* and *George S.* and the Life of the longer Liver of them successively, according to the Custom of the said Manor, immediately after the Death, Surrender or Forfeiture of the said *Philip*, or by whatsoever other Means the same shall happen to come to the Hands of the Lord, by the yearly Rent of 18 s. 4 d. and one Heriot when it shall happen, and all other Charges, Customs and Services, therefore due and of Right accustomed: And for such his Estate and Entry so to be had of and in the Premises, the said *William* gives to the Lord for a Fine 90 l. in Hand paid; and so he is thereupon admitted Tenant in Reversion; but his Fealty is respited until, &c. Pro- Tenant not to vided always, That the said *William*, *John* and *George*, cut any Wood or either of them, shall not take or claim to take any but what was Wood within the Wood of the said Manor, as usually lately assigned belonging to the Premises, except the Wood lately assigned to his Tenement. It is also provided and A Way referred to and for *Edward K.* Lord of the said Manor, ved to the and his Heirs and Assigns, and all other Persons to Lord, whom the said Premises shall belong, at all Times of the Year, during the Term aforesaid, to go, pass and repass with a Horse or Horses, by and over the

Cloſe called *A. Parcel* of the Land before-mentioned ; and if the ſaid *William, John* and *George*, or either of them, ſhall reſuſe to ſuffer the ſame, then this preſent Grant ſhall be void, and of no Force.

Surrender of
John S.

At this Court came *John S.* a cuſtomary Tenant of the ſaid Manor, and in full Court ſurrendered into the Hands of the Lord one Meſſuage or Tenement called *W.* with the Appurtenances, formerly in the Tenure of *William R.* deceased, and now in the Tenure of the ſaid *John S.* to the Intent that the Lord might thereupon do his Will : Upon which Surrender there fell to the Lord a Heriot, which is compounded

Admiſſion of
William S.

for 2 *l.* 3 *s.* to the Lord in Hand paid. And at this ſame Court came *William S.* Son of the ſaid *John S.* and took the ſaid Premiffes, with the Appurtenances, of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward ; To have and to hold the Meſſuage or Tenement aforeſaid, with all and ſingular the Appurtenances, to the ſaid *William S. John S.* and *Mary*, Wife of *George W.* of, &c. for the Term of their Lives, and the Life of the longer Liver of them ſucceſſively, according to the Cuſtom of the ſaid Manor, by the yearly Rent of 5 *s.* 5 *d.* $\frac{1}{2}$. and by all other Charges, Works, Heriots, Cuſtoms and Services therefore due and of Right accuſtomed : And for ſuch Eſtate and Entry ſo to be had in the ſaid Premiffes, the ſaid *William S.* gives to the Lord for a Fine 18 *l.* and ſo the ſaid *William S.* is thereupon admitted Tenant, and did his Fealty to the Lord ; but the Fealty of the ſaid *John S.* and *Mary W.* is reſpited until, &c.

A new Grant
to *Thomas L.*

At this Court came *Thomas L.* and took of the Lord of the ſaid Manor, by the Delivery of the ſaid Steward, according to the Cuſtom of the ſaid Manor, the Reverſion of one Cloſe of Arable Land, called *S.* with the Appurtenances, now in the Tenure of *Dorcas F.* for Term of her Life, and of the Life of *John F.* To have and to hold the ſaid Reverſion, and alſo the ſaid Cloſe, with the Appurtenances, to the ſaid

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Thomas L. for the Term of the Life of *John L.* his Son, according to the Custom of the said Manor, presently and immediately after the Death, Surrender or Forfeiture of the said *Dorcas F.* and *John F.* or when the said Premises shall otherwise come to the Hands of the Lord, by the Rent therefore of 10 s. 3 d. by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Customs and Services therefore due and of Right accustomed : And for the said Estate and Entry so to be had in the said Premises the said *Thomas L.* gives to the Lord for a Fine 4 l. in Hand paid ; and so he is thereupon admitted Tenant as in Reversion ; and his Fealty is respited until the said Reversion shall fall.

A Court Baron of a Prebend, held
on Sale of the same, and Co-
pies with Exceptions, Licences,
&c. and Attornment of Te-
nants, &c.

Prebend } *The Court Baron of Thomas A.
of A. } Esq; Lord or Farmer of the
said Manor or Prebend, held
there on the Twelfth Day of
March in the Year of our Lord
1764, and in the Fourth Year
of the Reign of our Sovereign
Lord George the Third, by the
Grace of God, of Great Britain,
France, and Ireland, King, De-
fender of the Faith, &c. before
G. J. Steward there.*

Effoins. ——— At this Day no Effoins.
Plaints. ——— At this Day no Plaints.

Homage there.

Robert B.
Thomas B. } Sworn.
John G.

Names.

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*John E.
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Names of Tenants and their Attornments.

<i>John B.</i>	}	All which said Tenants were present in Court, and were informed that <i>W. S.</i> had bargained and sold to the said <i>Thomas A.</i> and his Heirs, the Manor or Prebend aforesaid, and had assigned to the said <i>Tho. A.</i> all his Estate of and in the same, as by the said Deed of Assignment now read to the Tenants here in Court; and thereupon they attorned Tenants to the said <i>Thomas A.</i> by the Delivery of 6 d. in the Name of Attornment.
<i>John G.</i>		
<i>John F.</i>		
<i>Francis C.</i>		
<i>Richard K.</i>		
<i>Robert B.</i>		
<i>David C.</i>		
<i>&c.</i>		

Here Survey of Leases: Then,

And further the said Homage present several Customs of the said Manor, as follows, viz. first, That, the Manor. &c. also, That, &c.

And they further present, That according to the ancient Custom of the said Manor, three fit Persons who are Tenants of the said Manor ought to be named by the Homage to execute the Office of Rent-Reeve of the Lord within the said Manor, to the Intent that the Lord, or his Steward for the Time being, may appoint one of the said three Persons to the said Office, and in Pursuance of the said Custom the said Homage have nominated *Robert W. Henry S.* and *John S.* who being presented to the Steward, he has accepted the said *John S.* to execute the said Office.

And they further present, That *Judith S.* late one Death of *Judith S.* of the customary Tenants of this Manor of a certain Messuage or Tenement, and divers Parcels of Land, Meadow and Pasture with the Appurtenances, died since the last Court held of the said Manor, by whose Death there fell to the Lord a Heriot of the best Beast, viz. a Cow of the Price of 50 s. which the Lord received in Money; and that *J. S.* Son of the said *Judith* is next in Reversion, and ought to hold the said

Premises for Term of his Life, according to the Custom of the said Manor, which said *John* is present here in Court, and prays to be admitted Tenant to the said Premises; which is granted; and the Lord of the said Manor, by the said Steward, by the Rod, according to the Custom of the said Manor, grants to the said *John* Seisin of the said Premises with the Appurtenances; To have and to hold the Premises aforesaid, with the Appurtenances, to the said *John* for Term of his Life, according to the Custom of the said Manor, by the yearly Rent, Heriot, Charges, Works and Services therefore due and of Right anciently accustomed; and the said *John* did his Fealty to the Lord.

Grant to *Mary L.*

At this Court came *Mary L.* and *Hester L.* and took of the said Lord or Farmer, by the Delivery of the said Steward by the Rod, according to the Custom of the Manor before the Homage there, one Messuage, &c. being, &c. (except and always reserved to the Lord of the said Manor, his Heirs and Assigns, all Coal and Coal-Mines of, in and upon the said Premises or any Parcel thereof, with Power and Liberty of digging, taking, selling, and carrying away such Coals at all Times, and by all Ways and Means, at the Will of the Lord of the said Manor, his Heirs and Assigns for the Time being); To have and to hold the aforesaid Messuage, with the Appurtenances (except as before excepted) to the said *Mary L.* and *Hester L.* and *Anne D.* of, &c. for the Term of their Lives and of the Life of the longer Liver of them successively, according to the Custom of the said Manor, rendering therefore yearly 5 s. and 3 l. for a Heriot when it shall happen; and all other Charges, Works, Customs, Rents and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the Premises, the said *Mary L.* gives to the Lord for a Fine the Sum of Money between them agreed; and the said *Mary* did Fealty to the Lord, and the said *Mary* is admitted Tenant in Possession: And further at this Court, the Lord of the said Manor by his

his said Steward gave and granted to the said *Mary* full Power of Power of letting to Farm the Tenements aforesaid, leasing. with all and singular their Appurtenances, to any Person or Persons whatsoever, willing to take the same, for any Term of Years, determinable upon the Death of the said *Mary*, rendering, paying, observing and performing all Rents, Charges, Works, Customs and Services for the said Premises due and accustomed.

At this Court came *Mary L.* and *Hester L.* and Grant in took of the said Lord or Farmer by the Delivery of the Reversion. said Steward, according to the Custom of the said Manor, the Reversion of all that Messuage or Tenement called *D.* with the Appurtenances, situate and being in, &c. within the said Manor, and all and singular the Land, Meadow, and Pasture, belonging or appertaining to the same, Parcel of the Manor or Prebend aforesaid, to wit, one Cottage, containing by Estimation two Acres (either more or less) one Parcel of Pasture adjoining, &c. customary, &c. with all and singular Commons and other Appurtenances to the said Messuage or Tenement, in any Manner belonging or appertaining; To have and to hold all and singular the said Premises with the Appurtenances, and the Reversion thereof, immediately after the Death, Surrender, Forfeiture or other Determination, which of them shall first happen, of the Estate of *Frances L.* Widow, of and in the said Premises, for the Term of the Life of the said *Frances*, according to the Custom of the said Manor, to the said *Mary L.* and *Hester L.* for the Term of the Lives of the said *Mary* and *Hester*, as also of *Samuel B.* and of the Life of the longer Liver of them the said *Mary*, *Hester* and *Samuel* successively, according to the Custom of the said Manor or Prebend aforesaid, by the yearly Rent of 13*l.* 10*s.* and a Heriot when it shall happen, and by all other Works, Customs, Rents and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the said Premises, the said *Mary* and *Hester* give to the Lord of the said Manor for a Fine the Sum of Money agreed between them; and so the said *Mary*,

Mary, Hester, and Samuel are thereupon admitted Tenants in Reversion, but their Fealty is respectively respited until, &c.

Surrender of
James K.

At this Court came *James K.* and surrendered into the Hands of the Lord by the Hands of the said Steward, according to the Custom of the said Manor, the Reversion of one Close of Land called *R.* containing by Estimation two Acres and half an Acre (either more or less) one other Close called, &c. containing, &c. and one House lately built, &c. now in the Possession of, &c. and all the Estate, Right, Title, Interest, Claim and Demand of the said *James* of and in and to the Premises with the Appurtenances, by Virtue of a Copy of the Rolls of the Court, bearing Date, &c. together with the said Copy to be cancelled and vacated; and thereupon afterwards at this same

New Grant
to *James K.*

Court the said *James K.* came again, and took of the Lord by his Grant by the Hands of the said Steward, according to the Custom of the said Manor, the Reversion of all and singular the said Premises with the Appurtenances (except and always reserved to the Lord of the said Manor, his Heirs and Assigns, all Coals and Coal-mines of, in, and upon the said Premises, or any Part thereof, with Power and Leave of digging, taking, felling and carrying away the same at all Times, and by all Ways and Means, at the Will of the said Lord, his Heirs and Assigns for the Time being); To have and to hold all and singular the said Premises with the Appurtenances (except as before excepted) to the said *James K.* *Frances* his Wife, *Sarah* and *Mary*, Daughters of the said *James K.* for the Term of their Lives and of the Life of the longer Liver of them successively, according to the Custom of the said Manor, immediately after the Death, Surrender, Forfeiture or other Determination of such Estate, as *John S.* now has in the said Premises for Term of his Life, rendering therefore yearly 10*s.* and 5*l.* for and in the Name of a Heriot, when it shall happen, and all other Charges, Works and Customs, Rents and Services thereupon first due and of Right accustomed;

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accustomed ; and for such Estate so to be had in the Premises, the said *James K.* gives to the Lord of the said Manor for a Fine 126*l.* and so the said *James K. Frances* his Wife, and *Sarah* and *Mary*, Daughters of the said *James*, are thereupon admitted Tenants in Reversion ; but their Fealty is respectively respited until, &c. And further, at this Court the Lord of the said Manor gave and granted to the said *James K.* Power of full Licence and Power to lease and grant all and singular the said Premises, with the Appurtenances (except before excepted) to any Person or Persons whatsoever, willing to take the same for any Term of Years, determinable upon the Death of the said *James K. Frances* his Wife, and *Sarah* and *Mary*, Daughters of the said *James* (the said Term beginning immediately after the Death of the said *John S.*) they the said *James, Frances, Sarah* and *Mary*, respectively rendring, paying, observing, and fulfilling, all Rents, Works, Charges, Customs and Services due for the said Premises and of Right accustomed ; otherwise this Licence shall be void.

Another

Another Court Baron.

Manor } *The Court Baron of John B. Esq;*
of B. } *held for the said Manor on the*
16th Day of October in the
Year of our Lord 1764, and in
the Fourth Year of the Reign
of our Sovereign Lord George
the Third, by the Grace of God,
of Great Britain, France, and
Ireland, King, Defender of the
Faith, &c. Before R. R. Esq;
Steward there.

Effoins. At this Day Effoins, as appears afterwards.

Plaints. At this Day no Plaints.

Homage there.

Andrew R.	} Sworn.	John K.	} Sworn.
Thomas, B.		Walter B.	
Richard C.		John P.	
William D.		William S.	
William S.		John H.	
Andrew P.		John W.	

Presentment
of the Ho-
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Free Switors.

Presentment
of the Ho-
mage.
Free Suitors.

WHO being sworn, and charged upon Articles touching the said Court Baron, say upon their Oath that Sir *John S. Knt. W. B. Esq;* and *John T. Esq;* are Free Suitors of the said Manor, who owe Suit

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Suit to this Court, and have made Default: Therefore each of them is in Mercy 12d.

Mercy.

And they further present, That ^{app.}Thomas K. ^{app.}An- ^{app.}Tenants, by ^{6 d.}Tenants, by Indenture.
^{app.}drew K. ^{app.}Abraham T. ^{app.}Richard D. ^{app.}David D. ^{app.}George
^{app.}P. ^{app.}David R. ^{app.}George A. ^{app.}Jane B. ^{app.}Christian F. ^{app.}George
^{app.}R. ^{app.}John S. ^{app.}John H. ^{app.}Mary R. ^{app.}John F. ^{app.}David G.
^{app.}Robert L. ^{app.}John S. ^{app.}Andrew S. ^{app.}Henry W. ^{app.}William S.
^{app.}William H. ^{app.}John W. ^{app.}Mary H. ^{app.}Alice S. ^{app.}Robert P.
^{app.}John P. ^{app.}Richard S. in Right of his Wife, ^{app.}Andrew
^{app.}R. ^{app.}Thomas R. ^{app.}John H. ^{app.}Thomas H. ^{app.}John H.
^{app.}Peter H. ^{app.}Richard D. ^{app.}John F. ^{app.}Anne M. &c. are Te-
nants by Indenture of the said Manor, who owe Suit
to this Court: Therefore each of them making De-
fault, and not effoined, is in Mercy 6d.

And they further present, That ^{app.}William T. ^{app.}John Customary
^{app.}K. ^{app.}Peter A. &c. are customary Tenants of the said
Manor, who owe Suit to this Court: Therefore each
of them making Default, and not effoined, is in
Mercy 6d.

And they further present, That ^{app.}Henry F. late one Death of
of the customary Tenants of this Manor, of one Mes- ^{app.}Henry F.
suage or Tenement, with five Acres of Land called
S. within the said Manor, died since the said last
Court of the said Manor, by whose Death there fell
a Heriot to the Lord of 30s. by Composition, and
that ^{app.}John F. is next Tenant in Reversion, for Term
of

of his Life, according to the Custom of the said Manor, which said *John* being present here in Court, is admitted Tenant in Possession, and did his Fealty to the Lord.

Death of
John B.

And they further present, That *John B.* the younger, who held of the Lord for Term of his Life, by Copy of the Rolls of the Court of this Manor, one Messuage and five Acres of Land and Common of Pasture for thirty Sheep and one Cow, died since the last Court held of this Manor; by whose Death there fell to the Lord a Heriot of 2*l.* 10*s.* and that the said Premises remain in the Hands of the Lord.

Death of
William N.

And they further present, That *William N.* late one of the Tenants by Indenture of this Manor, died since the last Court of this Manor, by whose Death there fell to the Lord a Heriot of 20*s.* and that *Jane N.* is the next Tenant in Reversion.

Penalty.

They also present, That *J. H.* has erected a small Wall upon the Land of *W. S.* to his Damage; it is therefore ordered, that the said *J. H.* remove the said Wall, or make the said *W. S.* Satisfaction for the said Offence.

They also present, That one Acre of Land of *John P.* lying between the Land of *Thomas K.* and *Abraham P.* is detained from him; it is ordered, that the same be viewed and measured by the Homage, before the 29th Day of this Instant *October*, and that they declare their Opinion thereupon at the next Court.

Penalty.

And they further present, That *John H.* and *Jane H.* his Mother, have overcharged the Common with divers Beasts, as well Horses as Oxen; Therefore each of them in Mercy 10*s.*

Penalty.

And they further present, That the Chimnies of the House of *Lawrence S.* at *L.* are out of Repair and dangerous; It is therefore ordered, that the said *Lawrence S.* repair the said Chimnies before the second Day of *December* next ensuing, under the Penalty of 10*s.*

And

And they further present, That the House of *William S.* is out of Repair; It is therefore ordered, that the said *William S.* well and sufficiently repair and amend the said House before the Twenty-first Day of *December* next ensuing, under the Penalty of 20s.

Penalty.

And they further present and order, That all the Tenants of this Manor meet at a Place called *F. Green* on the Feast of *St. John the Baptist* yearly, to make a particular View of the Bounds of the several Parts of the Wood belonging to the Tenants of this Manor, under the Penalty on each Defaulter, of forfeiting 5s.

Penalty.

And they further present, That Part of the Bounds of this Manor, adjoining to the Land of *John F. Esq;* are disputed between the Tenants of this Manor and the Tenants of the said *John F.* by a small Quantity of Wood lately cut down there; It is therefore ordered, that the same be viewed by *Thomas K. John S.* and *John W.* for *John B. Esq;* and by the like Number of Tenants of the said *John F.* within three Weeks next ensuing, and that the said Wood in Question be determined as they shall adjudge.

And they further present as follows:

We have inspected the Bounds of the said Manor, according to the Order made at the last Court, and we return the same to be as follows, viz.

At this Court came *Elizabeth E.* and claimed to hold for Term of her Life, by Copy of the Rolls of the Court of the Manor there, one Tenement and Half a Yard-land, with the Appurtenances within the said Manor, late in the Tenure of *W. E.* her late Husband deceased, and prays to be admitted Tenant; which is granted to her, and she is admitted Tenant, and did Fealty to the Lord.

Claim of
Elizabeth E.

Be it remembered, that on the ——— Day of Surrender of ——— in the Year of our Lord 1750, *William M. William M.* came before me *G. J. Gent.* Steward of the said Manor,

The Complete Court-Keeper : Or,

Manor, and surrendred into the Hands of the Lord of the said Manor, one Messuage and one Yard-land, with the Appurtenances called *W.* and also one other Messuage and Yard-land with the Appurtenances called *F.* and also three Acres of Pasture and Arable called *H.* late Parcel of the Tenements of *John M.* and by the said *John* exchanged for one Acre and an Half of Meadow called *W.* and Half an Acre of Meadow called *M.* Parcel of the said Messuage and Yard-land, or of one of them, with the Appurtenances within the said Manor, now in the Tenure of the said *William M.* (all and singular which Premisses the said *William M.* claims to hold for the Term of his Life and of the Life of *James* his Brother, by Copy of the Rolls of the Court of the Manor there, bearing Date, &c.) and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand therein, as well of the said *William M.* as of the said *James* his Brother and each of them, (together with the said Copy to be cancelled, the said *William M.* being sole Purchaser of the said Premisses) that the Lord may do his Will thereupon.

Licence to
lease.

At this Court Licence is granted to *Thomas K.* of, &c. Gent. to lease the Messuage or Tenement called the Mills, with all and singular it's Appurtenances within the said Manor (now in the Tenure of the said *Thomas K.* or his Assigns, and by him held for Term of his Life and of the Life of *John* his Son) or any Parcel thereof, to any fit Under-tenant or Under-tenants within the said Manor, from the Feast of the Annunciation of the Blessed Virgin now next ensuing, for the term of twenty Years, if the said *Thomas K.* and *John K.* his Son, or either of them, shall so long live, so that the House, Hedges, Ditches and other Fences of the Premisses, be from Time to Time well and sufficiently repaired and upheld, and the Rents, Charges, Works, Suits, Customs and Services therefore due to the Lord, well and sufficiently rendred and performed, otherwise this Licence shall be void.

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At this Court came *Mary A.* Widow of *John A.* Surrender of deceased, who claims to hold for Term of her Widow-*Mary A.* hood according to the Custom of the said Manor, and for Term of the Lives of *Robert* and *John A.* by Copy of the Rolls of the Court of the Manor there, dated the Third Day of *May* 1736, one Tenement and twenty-eight Acres of Land, Meadow and Pasture, called *W.* with the Appurtenances within the Manor aforesaid, late in the Tenure of the said *John A.* and in the said Court surrendered into the Hands of the Lord, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand therein, as well of the said *Mary A.* as of the said *Robert* and *John*, and each of them, (together with the said Copy thereof made, to be cancelled); whereupon there fell to the Lord a Heriot, which is included in the underwritten Fine; upon which in this Admission of same Court came the said *Mary A.* and *Mary* and the said *Mary Anne* her Daughters, and in the said Court took of *A. &c.* the Lord by the Delivery of the said Steward the aforesaid Premises, with the Appurtenances; To have and to hold the said Tenement, and twenty-eight Acres of Land aforesaid, with the Appurtenances to the said *Mary A.* the Mother, and *Mary* and *Anne* her Daughters, for the Term of their Lives and the Life of the longer Liver of them successively, at the Will of the Lord, according to the Custom of the said Manor, by the Rent therefore of 13*l.* 6*s.* by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the said Premises, the said *Mary A.* and *Mary* and *Anne* her Daughters, give to the Lord 30*l.* in Hand paid for a Fine, and so the said *Mary A.* the Mother is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the said *Mary* and *Anne* the Daughters are respited until, &c.

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At

Surrender of
William T.

At this Court came *William T.* who claims to hold for Term of his Life and of the Lives of *William* and *Agnes* his Son and Daughter, by Copy of the Rolls of the Court of the Manor there, bearing Date the 24th Day of *November* in the Year of our Lord 1738, one Messuage or Tenement with the Appurtenances within the said Manor, in the Tenure of the said *William T.* the Father; and the said *William T.* the Father (being sole Purchaser of the said Premises) surrendred into the Hands of the Lord in Court, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand therein, as well of the said *William T.* the Father, as of the said *William* and *Agnes* his Son and Daughter, and of each of them (together with the Copy thereupon made, to be cancelled); whereupon there fell to the Lord a Heriot, which is included in the under-

Admission of
the said *Wil-*
liam T.

written Fine; upon which in this same Court the said *William T.* the Father, came again and took of the Lord in the said Court, by the Delivery of the said Steward, the said Messuage or Tenement aforesaid, with the Appurtenances; To have and to hold the said Messuage or Tenement with all and singular its Appurtenances, to the said *William T.* the Father, and also to *William* and *Eleanor* his Son and Daughter, for the Term of their Lives, and of the Life of the longer Liver of them successively, at the Will of the Lord according to the Custom of the said Manor, by the Rent therefore of 6s. 3d. by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services therefore due and of Right accustomed, and for such Estate and Entry so to be had in the Premises, the said *William T.* the Father gives to the Lord 5l. in Hand paid, for a Fine, and so the said *William T.* the Father is thereupon admitted Tenant, and did Fealty to the Lord, but the Fealty of the said *William* and *Eleanor* his Son and Daughter is respited until, &c.

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The Copies of Court-roll, &c. are transcribed from the Roll *verbatim*, with the Addition of the Title of the Court, and Time of holding, and the signing by the Lord and Steward, in the following Manner. See Stat. 5 Geo. 3. c. 46. f. 7. 6 Geo. 3. c. 40. f. 3; 4.

Manor } *The Court Baron of John B. Esq;*
of B. } *Lord of the said Manor, held for*
the said Manor the 6th Day of
October in the Year of our Lord
1764, and in the Fourth Year
of the Reign of our Sovereign
Lord George the Third, by
the Grace of God, of Great Bri-
tain, France, and Ireland, King,
Defender of the Faith, &c. Be-
fore G. J. Gent. Steward. Among
other Things, it is inrolled as
follows :

AT this Court came *William T.* who claims to Surrender of hold for Term of his Life, and of the Lives of *William T.* *William* and *Agnes*, his Son and Daughter, by Copy of the Rolls of the Court of the Manor there, bearing Date the Twenty-fourth Day of *November* in the Year of our Lord 1738, one Messuage or Tenement, with the Appurtenances, within the said Manor, in the Tenure of the said *William T.* the Father; and the said *William T.* the Father (being sole Purchaser of the said Premises) surrendered into the Hands of the Lord in Court, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, Title, Interest, Possession, Reversion, Claim and Demand therein, as well of the said *William T.* the Father, as of the said *William* and *Agnes*, his Son and

Daughter, and of each of them (together with the Copy thereof made, to be cancelled): Whereupon there fell to the Lord a Heriot, which is included in Admission of the under-written Fine. Upon which in this same the said *Wil-* Court the said *William T.* the Father came again, and *liam T.* took of the Lord in the said Court, by the Delivery of the said Steward, the said Messuage or Tenement aforesaid, with the Appurtenances; To have and to hold the said Messuage or Tenement, with all and singular its Appurtenances, to the said *William T.* the Father, and also to *William* and *Eleanor*, his Son and Daughter, for the Term of their Lives, and of the Life of the longer Liver of them successively, at the Will of the Lord, according to the Custom of the said Manor, by the Rent therefore of 6s. 3d. by the Year, and one Heriot when it shall happen, and by all other Rents, Charges, Works, Suits, Customs and Services therefore due and of Right accustomed. And for such Estate and Entry so to be had, in the Premises, the said *William T.* the Father gives to the Lord 5*l.* in Hand paid, for a Fine; and so the said *William T.* the Father is thereupon admitted Tenant, and did Fealty to the Lord; but the Fealty of the said *William* and *Eleanor*, his Son and Daughter, is respited until, &c. Given by Copy of the Rolls of the said Court, the Day and Year first above-written.

*Examined, and it agrees
with the Rolls of the
Court.*

G. J. Steward.

John B. L. S.

If any Copy of Court-roll be burnt or lost, the Steward may make out a new one from the Roll, when he puts underneath his Name, *And it agrees with the Original.*

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Manor } *The Court Baron of John B. Esq;*
 of B. } *Lord of the said Manor, held for*
the said Manor the Sixth Day of
October in the Year of our Lord
1764, and in the Fourth Year
of the Reign of our Sovereign
Lord George the Third, by the
Grace of God, of Great Britain,
France, and Ireland, King, De-
fender of the Faith, &c. Before
G. J. Gent. Steward. Among
other Things, it is inrolled as fol-
lows :

AT this Court came *William T.* who claims to Surrender of
 hold for Term of his Life, and of the Lives of *William T.*
William and Agnes, his Son and Daughter, by Copy
 of the Rolls of the Court of the Manor there, bear-
 ing Date the Twenty-fourth Day of *November* in the
 Year of our Lord 1738, one Messuage or Tenement,
 with the Appurtenances, within the said Manor, in
 the Tenure of the said *William T.* the Father. And
 the said *William T.* the Father (being sole Purchaser
 of the said Premises) surrendered into the Hands of
 the Lord in Court, that the Lord might thereupon do
 his Will, all and singular the said Premises, and all
 the Estate, Title, Interest, Possession, Reversion,
 Claim and Demand therein, as well of the said *Wil-*
liam T. the Father, as of the said *William and Agnes*,
 his Son and Daughter, and of each of them (toge-
 ther with the Copy thereof made, to be cancelled) :
 Whereupon there fell to the Lord an Heriot, which
 is included in the under-written Fine. Upon which

Admission of in this same Court the said *William T.* the Father
the said *William T.* came again, and took of the Lord in the said Court,
by the Delivery of the said Steward, the said Mes-
suage or Tenement aforesaid, with the Appurtenances;

To have and to hold the said Messuage or Tenement,
with all and singular its Appurtenances, to the said
William T. the Father, and also to *William* and *Eleanor*,
his Son and Daughter, for the Term of their Lives,
and of the Life of the longer Liver of them successively,
at the Will of the Lord, according to the Custom
of the said Manor, by the Rent therefore of 6s. 3d. by
the Year, and one Heriot when it shall happen; and
by all other Rents, Charges, Works, Suits, Customs
and Services therefore due and of Right accustomed:
And for such Estate and Entry to be had in the
Premises, the said *William T.* the Father gives to the
Lord 5*l.* in Hand paid for a Fine: And so the said
William T. the Father is thereupon admitted Tenant,
and did Fealty to the Lord; but the Fealty of the
said *William* and *Eleanor*, his Son and Daughter, is
respited until, &c.

John B.
and no Seal.

Examined by *G. J.*
Steward there.

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Manor } *The Court of the Manor of the*
 of A. } *Right Honourable Thomas Lord*
A. Baron of W. held there the
Sixteenth Day of October in the
Year of our Lord 1763, and in
the Fourth Year of the Reign of
our Sovereign Lord George the
Third, by the Grace of God, of
Great Britain, France, and Ire-
land King, Defender of the Faith,
&c. Before R. R. Steward there.
Among other Things it is inrolled
as follows :

AT this Court Licence is granted to *Thomas K.* of, Licence to
 &c. Gent. to lease the Messuage or Tenement lease.
 called *The Mills*, with all and singular its Appurte-
 nances, within the said Manor (now in the Tenure
 of the said *Thomas K.* or his Assigns, and by him held
 for Term of his Life, and of the Life of *John* his
 Son) or any Parcel thereof, to any fit Under-tenant
 or Under-tenants within the said Manor, from the
 Feast of the Annunciation of the Blessed Virgin now
 next ensuing, for the Term of twenty Years, if the
 said *Thomas K.* and *John K.* his Son, or either of them,
 shall so long live; so that the House, Hedges, Ditches,
 and other Fences of the Premises, be from Time to
 Time well and sufficiently repaired and upheld; and
 the Rents, Charges, Works, Suits, Customs and Ser-
 vices therefore due to the Lord, well and sufficiently

The Complete Court-Keeper : Or,

rendered and performed : Otherwise this Licence shall be void.

Examined by G. J.
Steward of the
said Manor.

Thomas A.

A Court Baron and Court of Survey.

Manor } *The Court Baron and Court of*
of B. } *Survey of William B. Esq; Lord*
of the said Manor, held there on
the Fourth Day of May in the
Year of our Lord 1764, and in
the Fourth Year of the Reign
of our Sovereign Lord George
the Third, by the Grace of
God, of Great Britain, France,
and Ireland, King, Defender of
the Faith, &c. Before G. J.
Gent. Steward there.

Essoins, At this Day, as appear afterwards.
Plaints, At this Day no Plaints.

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The Homage there.

<i>John S.</i>	} Sworn.	<i>John K.</i>	} Sworn.
<i>Andrew R.</i>		<i>Walter B.</i>	
<i>Thomas R.</i>		<i>John P.</i>	
<i>Richard D.</i>		<i>William S.</i>	
<i>William G.</i>		<i>John H.</i>	
<i>William J.</i>		<i>John W.</i>	
<i>Andrew S.</i>		<i>John A.</i>	
<i>Abr. P.</i>			

WHO being sworn, and charged upon Articles Presentment touching the said Court Baron, say upon their of the Ho-
Oath, That *A. B. Gent. E. F. Gent. and G. H. mage.*
Yeoman, are Free Suitors of the said Manor; who Free Suitors,
owe Suit to this Court, and have made Default;
Therefore each of them are in Mercy 12 d.

And they further present, That *Thomas K.* ^{app.} *An.* Tenants by
^{app.} *drew K.* ^{app.} *Abraham P.* ^{app.} *Richard D.* ^{app.} *David D.* ^{app.} *George*
^{app.} *P.* ^{app.} *David R.* ^{app.} *George A.* ^{app.} *Jane B.* ^{app.} *Christian F.* ^{app.} *George*
^{app.} *R.* ^{app.} *John S.* ^{app.} *John H.* ^{app.} *Mary R.* ^{app.} *John F.* ^{app.} *David G.*
^{app.} *Robert L.* ^{app.} *Joan S.* ^{app.} *Andrew S.* ^{app.} *Henry W.* ^{app.} *William S.*
^{app.} *William H.* ^{app.} *Joan J.* ^{app.} *John W.* ^{app.} *Mary H.* ^{app.} *Alice S.*
^{app.} *Robert P.* ^{app.} *John P.* ^{app.} *Richard S.* ^{app.} *William W.* are Te-
nants by Indenture of the said Manor, who owe Suit
to this Court: Therefore each of them, making
Default, and not essoined, is in Mercy, as appears
over the Head of each of them.

And

Customary
Tenants.

And they further present, That ^{app.}Andrew R.
^{app.}Thomas R. ^{app.}John H. ^{app.}Robert H. ^{app.}John H. ^{app.}Peter H.
^{app.}Richard D. ^{6 d.}John F. ^{app.}William S. ^{app.}William C. ^{app.}Joan F.
Widow, ^{6 d.}John P. the Elder, ^{app.}George S. ^{6 d.}David W.
^{6 d.}Philip S. ^{6 d.}John W. ^{app.}John W. ^{app.}John T. ^{app.}William T. ^{app.}John
K. ^{app.}John F. ^{app.}Sarah S. Widow, ^{app.}Robert S. ^{app.}Lawrence G.
^{app.}Anne S. ^{app.}Dorcas P. Widow, ^{6 d.}Mary T. ^{app.}Walter B. ^{app.}John
P. ^{app.}Roger D. ^{app.}William S. are customary Tenants of the
said Manor, who owe Suit to this Court: There-
fore each of them making Default, and not effoined,
is in Mercy, as appears over the Head of each of
them.

Death of
John S.

And they further present, That ^{app.}John S. late one
of the customary Tenants of this Manor, of one
Messuage or Tenement, with thirteen Acres of Land,
and five Acres of Wood, with the Appurtenances,
within the said Manor, died since the last Court held
for this Manor; by whose Death there fell to the
Lord a Heriot, 4 *l.* 10 *s.* And that ^{app.}Alice F. is next in
Reversion, for Term of her Widowhood, according to

The next Life the Custom of the said Manor: Which said ^{app.}Alice F.
surrenders, with ^{app.}Susan F. present here in Court, surrender the said
and takes a Premises into the Hands of the Lord; and the said
further Estate ^{app.}Alice F. took the said Premises a-new by Deed, from
by Lease. the Lord of the said Manor.

Presentment ^{app.}Also, They present the Customs of this Manor, as
of the Customs follow; viz.

of a Manor. ^{app.}First, That a Court Leet and Court Baron ought
to be held within the said Manor, on *Tuesday* in *Easter*
Week yearly.

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Also, That at this Court, Time out of Mind, a Constable has been chosen for that Part of the Parish of S. which lies within the said Manor; and also two Tithingmen for C. and D.

Also, That every customary Tenant may cut Timber, and other Trees growing upon his Tenement, without Leave of the Lord.

Also, That the Homage sworn at every Court, upon their View of any Annoyance or Incroachment between the customary Tenants, may restrain the same by Fine or Penalty.

Also, That upon View and Presentment by the Homage, that any customary Tenement, &c. is out of Repair, if the Tenant of such Tenement shall not repair such Tenement within such convenient Time as the Homage shall appoint for that Purpose, he shall forfeit to the Lord.

Also, That two customary Tenants being sworn, or one of them, with the Bailiff of the said Manor, may take Surrenders in Cases of Extremity only; and that none else, except the Steward of the Lord, by Grant, or his Deputy, can take Surrenders out of Court.

Also, That all Admissions granted by the Lord out of Court, as also all Surrenders so taken by him, ought to be communicated to the Homage at the next Court.

Also, That all Surrenders taken by the Steward or his Deputy, or by Tenants sworn, ought to be presented at the Court next ensuing such Surrenders.

Also, That the Fees of Court are as follow, viz. for every single Surrender, private Examination of a married Woman, or Admission in Court, 6 s. 8 d. &c.

And that all double Surrenders and Admissions pay double Fees; as also all Surrenders, Examinations and Admissions at a special Court; as also all Surrenders taken by the Steward out of Court.

Also, That, &c.

Here

Here follow the Copies, if you have any, and then the Survey of the Tenants Leases and Copies, as you see.

Two Lives.

A. K. brought a Lease dated the 17th of *October* 1725, whereby *A. P.* Esq; in Consideration of the Surrender of a former Lease determinable on his Death, and on the Deaths of *J.* and *W.* his Brothers, and of 50 *l.* granted to him one Messuage, and six Acres of Land, Meadow and Pasture, thereto belonging, in *P.* To hold for 99 Years, if he the said *A. K.* and *A.* his Wife, and *W.* his Brother, should live so long. Rent 8 *s.* and 3 *l.* for a Heriot.

aged 35. aged 30.

W. is dead, and *A.* and *A.* his Wife are living.

The same.

A. K. brought another Lease, dated, &c. whereby *A. P.* Esq; in Consideration of the Sum of 40 *l.* granted to him a Capital Messuage, or Farm-house, and 17 Acres of Land thereto belonging, with the Appurtenances, (except all Trees, Woods, &c.) To hold from the Determination of the Estate of the said *A. K.* and *T.* his Brother, for 99 Years, if *A.* his Wife should live so long. Rent 10 *s.* Heriot the best Good.

All the Lives are in Being.

T. K. brought a Lease, dated, &c. whereby *A. P.* Esq; in Consideration that the said *T. K.* did build a Warehouse upon the Premises after-mentioned, and of the Rents and Covenants therein contained, granted a Parcel of Ground, being 14 Foot square, lying at, &c. To hold for 99 Years, if the said *T. K.* *A. K.* and *J. K.* Sons of *T. K.* of, &c. should live so long. Rent 1 *s.* Heriot 1 *s.*

All the Lives are in Being.
T. K.

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T. K. brought another Lease, dated, &c. where- The same.
by *W. B.* and *J. W.* Esqs; in Consideration
of 40 *l.* granted to him the Reversion of a Piece of
Ground called *S.* containing five Acres and an Half,
and a Piece of Pasture Ground called *H.* containing
three Acres; To hold from the Determination of the Two lives;
Estate of *J. C.* for 99 Years, if *A. K.* and *T. K.* his
Sons live so long: Rent 10 *s.* and the best Beast or
Goods, or 50 *s.* for an Heriot. Covenant for doing
Suit of Court, Clause of Re-entry, if the Rent or He-
riots be unpaid by the Space of 20 Days, or any Waste
committed.

J. H. is dead, the other two
Lives are in Being.

T. K. brought a Copy of Court-Roll, dated 15 The same.
October, 10 *Geo. I.* whereby *W. B.* and *J. W.*
Esqs; granted to him the Moiety of a Tenement called
W. and of 48 Acres of Land; To hold for the Life of Three Lives,
the said *T. K.* and of *J.* and *R.* his Brothers succes-
sively: Rent five Shillings and six Pence, for the Fine
sixty-five Pounds.

All the Lives are in Being.

T. K. brought another Copy, dated, &c. whereby The same.
a Grant was made to him of the other Moiety
of the Tenement in the last Copy; To hold to him, Two lives,
and to *E.* and *M.* his Daughters, during their Lives
successively: Rent five Shillings and five Pence, Fine
forty Pounds.

M. only dead, the other two are
in Being, and *E.* is now the
wife of *G. W.*

J. S.

Three Lives. **J.** S. brought a Copy, dated, &c. whereby *H. R.* Esq; granted to him, and *J.* and *D.* his Sons, one Tenement and seven Clofes of Land, containing fifty Acres and an Half: Rent eighteen Shillings and four Pence; Fine forty-five Pounds.

All the Lives are in Being.

One Life. **P.** S. brought a Copy, dated, &c. whereby *H. R.* Esq; on the Surrender of a Life in Being, granted unto *P. S.* and *R. S.* a Messuage or Tenement in *P.* containing forty Acres of Land, Meadow and Pasture, with the Appurtenances; To hold the Reversion of the said Tenement from the Death, Surrender or Forfeiture of *R. S.* Widow, unto *S. P.* and *R. S.* for their Lives successively, under the yearly Rent of twenty Shillings: Heriot, when it happens, the best Beast or Goods, or the Sum of ——— Pounds in Money, at the Lord's Election; Fine seventy Pounds.

P. S. only living.

Three Lives. **D.** G. brought a Lease, dated, &c. whereby *W. B.* Esq; in Consideration of the Surrender of a former Lease, and of the Sum of twenty Pounds, granted to the said *D. G.* two Clofes of Pasture and Meadow-ground, lying in, &c. called *S.* containing by Estimation eight Acres, then in the Tenure of *R. H.* and *M. H.* his Wife, (except Timber-trees and Underground Quarries; To hold for 99 Years, if *D. G. P. S.* and *M. S.* Sons and Daughter of the afore-said *D. G.* live so long, under the Rent of five Shillings, doing Suit of Court; with a Clause, That if the Rent be behind 20 Days, or any voluntary Waste be committed to the Value of ten Shillings in any one Year, and the same being presented by the Jury, the Lease to be void.

All the Lives are in Being.

M. T.

M. T. brought a Copy of Court-roll, dated, &c. granted by *W. B.* Esq; unto him the said *M. T.* of the Reversion of one Cottage in *W.* with one Orchard and one Close called *G.* containing one Acre and a Half, with the Appurtenances; and also one other Cottage in *W.* aforesaid, with a Garden adjoining, and one small Close of Meadow, called *P.* containing three Acres and a Half, with the Appurtenances, then in the Tenure of *J. T.* To hold after the Death, For- Two Lives. feiture or Surrender of the said *J. T.* for the Lives of the said *M. T.* and of *J. Q.* Son of *A. Q.* of, &c. under the Rent of six Shillings; Fine twenty Pounds.

J. T. is dead, and the two Lives are in Being.

M. T. brought another Copy of Court-roll of the The same. same Date, granted to him in Reversion, of one Cottage in *W.* with a Garden and Orchard thereto belonging, containing Half an Acre, and of two Acres and three Rods of Land, Meadow and Pasture there, with the Appurtenances, then in the Tenure or Occupation of the aforesaid *J. T.* To hold to the said *M. T.* Two Lives. for the Lives of the said *M. T.* and *J. Q.* after the Surrender, Forfeiture, or Death of the said *J. T.* under the Rent of five Shillings and four Pence; Fine forty Pounds.

Both the Lives are in Being and *J. T.* is dead.

R. D. sent a Copy of Court-roll, dated, &c. granted on the Surrender of three Lives then in Being, of one Tenement in *E.* with the Appurtenances, and of one Shop thereto adjoining, with a Parcel of Land lying in a Place called *L. Street*, containing twenty Foot in Length, and ten Foot in Breadth: To hold for the Lives of the said *R. D.* and of *R. D.* Two Lives. the younger, and *D. D.* Sons of one *R. D.* sen. of, &c. in the County of *S.* successively, under the Rent of

The Complete Court-Keeper: Or,

of ten Shillings; viz. five Shillings for the Tenement, and five Shillings for the Shop, &c. and the best Beast or Goods, or in Lieu thereof 3*l.* 10*s.* for a Heriot: Fine paid by *R. D.* twenty Pounds, and by *Rog. D.* ten Pounds.

R. and *D.* only are living.

One Life.

A. *B.* sent a Lease, dated, &c. granted by *W. B.* Esq; in Consideration of a Surrender of a former Lease unto *W. M.* Clerk, the said *A. B. C. D. E. F.* and *G. H.* all of, &c. Yeomen, of one Cottage, lying, &c. and of one other Cottage, with a Garden thereto belonging, lying, &c. To hold for 99 Years, if *W. B.* Son of *A. B. L. S.* the younger, and *W. S.* or any of them, live so long, in Trust for the Poor of the said Parish of *D.* under the Rent of one Shilling, Heriot five Shillings, and doing Suit of Court, &c.

Only *W. S.* living.

Three Lives.

J. *H.* brought a Lease, dated, &c. whereby *H. R.* Esq; in Consideration of one hundred Pounds, did grant to *J. H.* all that the Moiety or Half-part of one Messuage or Tenement, with the Appurtenances, and of one Garden, Orchard, and Curtilage thereunto belonging, together with the several Parcels of Land, Meadow and Pasture, with the Appurtenances, hereafter mentioned; that is to say, one Close, &c. containing by Estimation, &c. all which Premises are situate, lying and being, in the Parish of *E.* in the County of *S.* and late were in the Tenure of *J. W.* Widow, deceased, or her Assigns, and are Parcel, or reputed Parcel, of the said Manor of *D.* To hold unto the said *J. H.* for the Term of 99 Years next ensuing, if *G. H. J. H.* and *W. H.* Children of the aforesaid *J. H.* shall so long live, under the yearly Rent of seven Shillings, doing Suit and Service at the said Courts: Heriot to be paid at the Deaths of each of them, the said *G. H. J. H.* and *W. H.* Sons and Daughter

Daughter of the said *J. H.* his, her or their best Beast or Goods, or 40*s.* in Money.

All the Lives are in Being.

J. Wife of *J. N.* Widow and Executrix of *J. B.* brought a Lease, dated, &c. whereby *H. R.* Esq; in Consideration of 3*l.* did grant to the said *J. B.* all that Cottage standing, &c. all which Premises were then in the Possession of the said *J. B.* To hold unto the said *J. B.* his Executors, Administrators and Assigns, from the Date thereof for 99 Years, if the said *J. B.* *D. K.* Son of, &c. and *J. W.* now the Widow of *B.* or either of them, should live so long, under the yearly Rent of two Shillings, and five Shillings for a Heriot, and Suit and Services at the Courts, &c. a Covenant from *J. B.* to repair, taking Timber (without Waste) for the doing thereof; a Reservation for the Lord to re-enter on Non-payment of Rent in twenty Days, or committing Waste to the Value of three Shillings in any one Year, or suffering the Premises to run into Decay, and not repairing the same within one Quarter of a Year after Notice, or Alienation for more than one Year without Licence. Two Lives.

D. K. is dead, the others are living.

S. *P.* sent a Copy of Court-roll, dated, &c. granted by *W. B.* Esq; on the Surrender of a Life then in Being, of one Tenement in, &c. with the Appurtenances, then in the Tenure of *R. H.* To hold to *M.* Wife of the said *S. P.* and to *P. P.* and *E. P.* Sons of the said *S. P.* for their Lives successively, under the Rent of eight Shillings and eight Pence; Heriot the best Beast, or other Goods, when it happens; Fine one Hundred and five Pounds. Three Lives.

All the Lives are in Being.

N

J. H.

J. H. produced a Copy of Court-roll, granted by *W. B. Esq;* bearing Date, &c. in Reversion of the Estate of *T. V.* which she held for her Widowhood, of and in one Cottage, &c. lying and being in, &c.

Three Lives: To hold to the said *J. H.* and *J. H.* and *P. H.* Sons of the said *J. H.* for their Lives successively, according to the Custom, at the yearly Rent of 5*s.* and other Rents and Services accustomed : Fine 7*l.*

All the Lives are in Being.

And so on, till all the Tenants Leases and Copies are surveyed ; and at the Bottom of the Lease, the Steward puts down,

4 May 1764.

*Surveyed by G. J.
Steward there.*

Thus far I have been upon Copyholds for Lives. I go next to every Thing relating to Copyholds of Inheritance.

A Court Baron, containing Presentments, Surrenders, Admittances, and all other Proceedings concerning Copyholds of Inheritance.

Manor } *The Court Baron of Thomas A.
of A. } Esq; Lord of the said Manor,
held for the said Manor on the
—— Day of —— in the
Year of our Lord 1764, and
in the Fourth Year of the
Reign of our Sovereign Lord
George the Third, by the Grace
of God, of Great Britain, France,
and Ireland, King, Defender of
the Faith, &c. Before A. B.
Gent. Steward there.*

Essoins. ——— C. D. Esq; E. F. G. H. J. K. are
each essoined by L. M. &c.

N 2

Homage.

Homage.

<i>Abraham D.</i>	} Sworn.	<i>Jacob K.</i>	} Sworn.
<i>Charles C.</i>		<i>John L.</i>	
<i>David B.</i>		<i>William M.</i>	
<i>Edward L.</i>		<i>Laurence N.</i>	
<i>Francis S.</i>		<i>Richard O.</i>	
<i>George H.</i>		<i>Philip P.</i>	
<i>Henry J.</i>			

Tenants not appearing to do Suit of Court. *First*, The said Homage present and amerce all customary Tenants of this Manor, who have not appeared at this Court to do their Suit and Service, at 6*d.* each of them.

Incroachment on the Wasse, second Offence. Also they present, That *John R.* was lately presented and amerced at this Court, for an Incroachment on the Lord's Wasse, and because he has not yet laid the same open, therefore they amerce him for such his second Offence to 5*s.*

Digging and making the Common. Also they present and amerce *Geo. J.* for digging and inclosing Part of the Common, in case the said *George* shall not lay the same open before the first Day of *December* next ensuing, to 5*s.*

Digging and inclosing the Lord's Wasse. Also it is presented at this Court by the said Homage, That *A. B.* since the last Court dug and inclosed Parcel of the Lord's Wasse, abutting upon the customary Land of the said *A. B.* being, &c. and that in case the said *A. B.* shall not lay open the said Parcel of Wasse, before the first Day of *December* next ensuing, he shall forfeit to the Lord of the said Manor 5*s.*

Like Offence. Also they present and amerce *C. D.* for the like Offence 5*s.* in Case as above.

Digging the Lord's Wasse. Also they present and amerce *E. F.* Tenant of *S. R.* for digging the Wasse Ground of the Lord of this Manor, to the Quantity of ten Perches or thereabouts, to 20*s.* for such Offence.

Also

Also they present and amerce *G. H.* the Elder for Like Offence, the like Offence, to the Quantity of six Perches, to 10s.

Also it is presented by the Homage, That since the last Court, and before this Court, *W. S.* unlawfully cropped two Trees growing upon the Common without Leave of the Lord of the Manor; Therefore he is in Mercy 3s. 4d. and that *L. A.* unlawfully cropped two Trees upon the Common of the Lord of the said Manor: Therefore he is in Mercy 2s. 6d.

Also they present and amerce *E. W.* for Depasturing the Herbage growing upon the Waste of the Lord of this Manor, with Sheep and other Beasts, to 12s. 6d. for the said Offence.

Also they present, That a Heriot is due to the Lord of this Manor on the Death of *K. L.* Gent. for a certain Close of Land called *C.* belonging to a customary Tenement, late of the said *K. L.* deceased, lying, &c.

Also it is presented by the said Homage, That who was a Freeholder of this Manor, of one Messuage and five Acres of Land, with the Appurtenances in *B.* within the said Manor, by Fealty, Suit of Court and yearly Rent of 4s. died since the last Court, seised of such Estate therein; and that one *G. B.* is his Son and next Heir, of the Age of twelve Years, and at this Court the said *G. B.* came and paid to the Lord for Relief 4s. and did Fealty.

At this Court the Homage present, That *J. C.* late one of the customary Tenants of this Manor, who held to him and his Heirs of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, one Messuage and four Acres of Land with the Appurtenances Heriotable, died seised thereof since the last Court, and before this Court; whereupon there fell to the Lord a Heriot, and that *A. B.* of the Age of four Years is his Son and next Heir, who, tho' this first Time solemnly called to appear in Court to be admitted Tenant to the said Tenements with

the Appurtenances, did not appear ; therefore his first Default is recorded, &c.

The like.

At this Court the Homage present, That *E. T.* late a customary Tenant of this Manor, died since the last Court and before this Court, seised of 27 Acres of Land with the Appurtenances, whereof Part is Heriotable, and that *A. B.* is his Son and next Heir and of the Age of 15 Years, who, tho' he was this the first Time solemnly called by Proclamation to come here in Court and be admitted Tenant to the said Premises, with the Appurtenances, according to the Custom of this Court, came not but made Default ; therefore the first Proclamation and his Default is recorded, &c.

First Proclamation for the next Heir to appear and be admitted.

At this Court the Homage present, That *J. K.* late one of the customary Tenants of this Manor, who held of the Lord to him and his Heirs at the Will of the Lord, according to the Custom of the said Manor, one customary Messuage and six Acres of Land with the Appurtenances, died seised thereof since the last Court, and before this Court ; and that *E. K.* and *J. K.* are his next Heirs, which Heirs, although this the first Time solemnly called by Proclamation to come here into Court, and be admitted Tenants to the said Premises with the Appurtenances, according to the Custom of this Manor, came not, but made Default ; therefore the first Proclamation and their Default is recorded, &c.

First Proclamation for the Heir, who is not known, to be admitted.

At this Court it is presented by the Homage, That *T. K.* late one of the customary Tenants of the said Manor, died since the last Court, and before this Court ; upon which at this Court the first Proclamation is made three Times, That if any one claims or challenges any Right, Estate, Title, Interest or Demand of, in or to any customary Lands or Tenements held of the said Manor, of which the said *T. K.* died seised, he shall come and be admitted, under Penalty of Forfeiture to the Lord of the said Manor ; and none then came, &c.

At

At this Court it is found by the Homage, That *A. B.* First Proclamation after
B. Widow, a customary Tenant of this Manor, died since the last Court, and before this Court, seised of another Man-
 the Moiety of two Messuages or Tenements, and 18^{ner.}
 Acres of Land, with the Appurtenances, but who is
 next Heir is unknown; therefore at this Court the first
 Proclamation is made, that the Heir of the said *A. B.*
 come here into Court to take the said Premises which
 are descended to him by the Death of the said *A. B.*
 but no Body came.

At this Court it is presented by the Homage, That Tenant died
E. H. Widow, one of the customary Tenants of this seised, but the
 Manor, died since the last Court, and before this Court, Heir not com-
 seised of one customary Messuage called or known, ing to take up
 &c. held by Copy of the Rolls of the Court of this the Land,
 Manor, and that *W. E.* is Son and next Heir of the Proclamation
 said *E.* and because the said *W.* came not to take the is made.
 said Premises from the Hands of the Lord, the first
 Proclamation is made.

At this Court the said Homage upon their Oath say Money men-
 and present, That the Sum of 100*l.* mentioned in a tioned in a
 conditional Surrender made by *R. J.* and *S.* his Wife, Surrender not
 to one *E. L.* at the last General Court held for the said being paid,
 Manor on *Tuesday* in the first Week of *Easter*, and first Procla-
 payable upon the 18th Day of *September* last past, was mation is
 not paid according to the said Condition in the said made.
 Surrender specified, and because no one came, &c.
 therefore the first Proclamation is made.

At this Court they present, That *A. E.* the Younger, The Death of
 one of the customary Tenants of this Manor, died a Copyhol-
 since the last Court held for the said Manor, seised of der.
 a small Parcel of Land Customary and Heriotable, con-
 taining by Estimation three Roods (either more or less)
 lying at the Rivulet in *B.* and that *D. E.* is his Daugh-
 ter and next Heir.

And because the said *D. E.* came not to this Court First Procla-
 to take the said Tenement from the Hands of the Lord mation for the
 of the said Manor, therefore at this Court Proclama- Heir to come
 tions were made for the first Time, that the said *D. E.* and be admit-
 come to this Court to take the said Tenement with the ted.

Appurtenances from the Hands of the Lord of the said Manor.

First Proclamation.

Also they present, That *R. J.* one of the customary Tenants of this Manor, died since the last Court seised of one customary Cottage and Orchard, situate within the said Manor, and that no one came to be admitted thereto; therefore the first Proclamation was made, &c.

Death of a Copyholder.

Also they present, That *A. W.* one other customary Tenant of this Manor, is also dead since the last Court, and that he died seised of divers customary Lands and Tenements held of this Manor, and that *R. W.* his Brother is his next Heir.

Death of a Tenant, and Admission of the next Heir.

At this Court the Homage present, That *G. R.* late Tenant, and one of the customary Tenants of this Manor, who held of the Lord of this Manor to him and his Heirs, at the Will of the Lord, according to the Custom of this Manor, one customary Messuage or Tenement, with one Croft of Land Customary and Heriotable, called *J.* containing three Acres, as also one Acre of Land lying at *C.* against a Close called *L.* died seised thereof since the last Court, and before this Court, and that *G. R.* is his Son and next Heir who is present here in Court, and humbly prays to be admitted Tenant of the said Tenements, with the Appurtenances; to whom the Lord by the Steward granted Seisin thereof by the Rod; To have and to hold the said Tenements with the Appurtenances to him and his Heirs for ever, by the Rod, at the Will of the Lord, according to the Custom of the said Manor; and he gave to the Lord for a Fine, &c. and is thereof admitted Tenant, and did Fealty, &c.

The like.

At this Court the Homage present, That *A. B.* late one of the customary Tenants of this Manor, who held of the Lord of this Manor to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, one customary Tenement and one Parcel of Land containing by Estimation three Acres and four Roods (either more or less) called *S.* late Parcel of a Tenement called *T.* one End of the said Parcel of Land abutting upon *C. Green* on the North Part, and the

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the other End thereof abutting upon the Way leading from the said Green to the Remainder of the said Land called *T.* in the East, died seised thereof since the last Court and before this Court, and that *G. A.* is his Son and next Heir who is present here in Court, and humbly prays to be admitted Tenant to the said Tenement with the Appurtenances, to whom the Lord by the Steward granted Seisin thereof by the Rod; To have and to hold the said Tenements with the Appurtenances to him and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor; and he gave to the Lord for a Fine, &c. and is thereupon admitted Tenant, and did Fealty, &c.

At this Court, after the first Proclamation made at After the first the last Court, came *T. F.* one of the Heirs of *T. T.* to Proclamation wit, Son and Heir of *T. F.* and *A.* his Wife, one of the Heir ap- the Daughters and Coheiresses of *J. T.* late one of the pears. customary Tenants of this Manor, who held to him and his Heirs one Messuage and four Acres of customary Land lying near *C.* which said Messuage in the Life of the said *J. T.* was allotted by the said *J. T.* to the said *T. F.* for his Part of the said Tenements; To have and to hold to the said *T. F.* his Heirs and Assigns, at the Will of the Lord, according to the Custom of the said Manor; and he gave to the Lord for a Fine, &c. and is thereof admitted Tenant; but his Fealty is respited until, &c.

Afterwards at this Court the Lord of the Manor by And is admit- his Steward committed the Custody of the Body of the ted by Guar- said *T. F.* who is under Age, to wit, of the Age of ten dian. Years or thereabouts, as to the said Messuage, to *T. F.* Father of the said *T. F.* until he shall come to the Age of 14 Years, and thereupon to render Account, &c.

At this Court it is presented by the said Homage, Death of a That *A. B.* late one of the customary Tenants of this Tenant, and Manor, who held to him and his Heirs, of the Lord Admission of of the said Manor, by Copy of the Rolls of the Court, the next Heir. according to the Custom of the said Manor, one Cottage or Tenement, &c. with the Appurtenances, by 6 *d.* yearly Rent, Fealty, Suit of Court, and other Services

vices therefore due and of Right accustomed, died seised; and that *A. B.* is his Son and Heir, and of full Age: Which said *A. B.* the Son, present here in Court, prays to be admitted Tenant of the said Premises, with the Appurtenances; To whom the Lord by his said Steward granted Seisin thereof by the Rod; To have and to hold all and singular the said Premises, with the Appurtenances, to the said *A. B.* the Son, his Heirs and Assigns, for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent of 2s. 6d. Fealty, Suit of Court, and other Services therefore due and of Right accustomed. And he gave the Lord a Fine for such Entry, did Fealty, and is thereof admitted Tenant.

Death of a
Tenant.

And whereas at this Court it is found and presented by the Homage there, that *A. P.* was admitted Tenant to a certain Cottage, and half an Acre of customary Land, lying and being upon S. and that the said *A.* died a long Time before this Court, and that *W. P.* is his next Heir: Now at this Court the said *W.* and *M.* his Wife come in their proper Persons, and humbly pray of the Lord to be admitted Tenants thereof; To hold to the said *W. P.* and *M.* his Wife, and the Heirs of the said *W.* To which said *W.* and *M.* the Lord by his said Steward granted and delivered Seisin thereof by the Rod; To have and to hold the said Cottage, and Half an Acre of Land, with the Appurtenances, to the said *W.* and *M.* his Wife, and the Heirs of the said *W.* of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rent and Services therefore due and of Right accustomed. And the said *W.* paid to the Lord for a Fine, as appears, &c. did his Fealty; and the said *W.* and *M.* are admitted Tenants thereof, &c.

Admission to
Baron and
Feme, and the
Heirs of the
Husband.

Surrender out
of Court, and
Admission up-
on it at the
next Court.

At this Court *R. A.* one of the customary Tenants of this Manor, since the last Court, and before this Court, to wit, on the 21st Day of *October* last past, surrendered into the Hands of the Lord of this Manor, by the Hands of *W. D.* Deputy-bailiff of the Lord,

in the Presence of *G. R.* and *J. W.* two customary Tenants of this Manor, resident there, according to the Custom of this Manor, all that customary Messuage or Tenement, and one Acre of customary Land, situate and being near *E.* by *H. Heath*, in the Tenure of *H. J.* or his Assigns, To the Use and Behoof of *J. S.* of *S.* in the County of *E.* his Heirs and Assigns for ever. Whereupon the said *J. S.* present here in Court, humbly prays to be admitted Tenant of the said Premises, with the Appurtenances: To whom the Lord, by his Steward, granted and delivered Seisin thereof by the Rod; To have and to hold to him, his Heirs and Assigns, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And he gives to the Lord for a Fine, &c. and is admitted Tenant thereof, and did his Fealty, &c.

At this Court it is presented by the said Homage, Surrender out That *A. B.* one of the customary Tenants of this Manor of Court, and nor, since the last Court, to wit, on the first Day of Admission, June in the Year of our Lord 1750, according to the after another Custom of the said Manor, surrendered into the Hands Manner.

of the Lord of the said Manor, by the Hands of *C. D.* and *E. F.* two other customary Tenants of the said Manor, two Acres of Arable Land, lying in *N. Field*, abutting on the lower Furlong of the Land of *W. R.* on the East-part, and the Land of *T. T.* on the West-part, with the Appurtenances, To the Use and Behoof of *G. F.* of, &c. Yeoman, his Heirs and Assigns for ever. And now at this Court the said *G. H.* came and prayed to be admitted Tenant of the Premises aforesaid, with the Appurtenances: To whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold the said Premises, with the Appurtenances, to the said *G. H.* his Heirs and Assigns, for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent of 6*d.* Fealty, Suit, and other Services therefore due and of Right accustomed: And they give to the Lord for a Fine, for such

such their Entry, as appears in the Margin, and did Fealty, and are admitted Tenants thereof.

Surrender out of Court. It is also found by the Homage there, That *R. B.* one of the customary Tenants of this Manor, by Copy of the Rolls of the Court, according to the Custom of the Manor, of one Messuage, three Acres of Land, two Acres of Meadow, and four Acres of Pasture, with the Appurtenances in *C.* within the said Manor, since the last Court, surrendered out of Court into the Hands of the Lord of the said Manor, by the Hands of *G. D.* and *B. J.* two customary Tenants of the said Manor, according to the Custom of the said Manor, his said Tenements, with the Appurtenances, to the Use and Behoof of *J. B.* his Heirs and Assigns for ever; To hold of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor. To which said *J. B.* the Lord, by his Steward, granted Seisin thereof by the Rod; To hold to him and his Heirs: and to hold of the Lord, by the Rent of 5 s. by the Year, and other Services therefore due and of Right accustomed: And he gives to the Lord for a Fine, for his Entry to be had therein, 40 s. did his Fealty, and is admitted Tenant thereof.

Surrender and Admission by Guardian. At this Court the Homage present, That *A. L.* one of the customary Tenants of the said Manor, since the last Court, and before this Court, to wit, on the third Day of *February* last past, according to the Custom of the said Manor, surrendered into the Hands of the Lord of the said Manor, by the Hands of *D. C.* and *C. H.* two customary Tenants of the said Manor, one Cottage, with the Appurtenances, within the said Manor, To the Use and Behoof of *A. B.* Son of, &c. his Heirs and Assigns, for ever. Which said *A. B.* the Son, by *C. D.* his Guardian, comes here into Court, and prays to be admitted Tenant of the said Premises, with the Appurtenances: to whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold the said Premises, with the Appurtenances, to the said *A. B.* his Heirs and Assigns, for ever, of the Lord by the Rod, at the Will of the Lord,

according to the Custom of the said Manor, by the yearly Rent of 8 *d.* Fealty, Suit of Court, and other Services therefore due and of Right accustomed : And he gives to the Lord for a Fine, for such his Entry, 30 *s.* and his Fealty is respited until, &c.

If any one of full Age be admitted by Attorney (as he may be), in that Case only put *his Attorney* instead of *his Guardian*.

At this Court *J. S.* one of the customary Tenants of this Manor, surrendred into the Hands of the Lord, by the Hands and Acceptance of the Steward of the said Court, the fourth Part of one Messuage, and Lands thereunto belonging, with the Appurtenances, To the Use and Behoof of his Testament and last Will, and to such Person or Persons, and for such Estate or Estates, as by such Testament and last Will in Writing shall be limited, specified or appointed, &c.

At this Court *S. B.* one of the customary Tenants of this Manor, surrendred into the Hands of the Lord, by the Hands and Acceptance of the said Steward, all that customary and heriotable Messuage or Tenement, and sixteen Acres of Land (either more or less) called *S.* and also one Parcel of Land containing three Acres and an Half heriotable, and Parcel of the said Tenement called *S.* To the Use and Behoof of *R. A.* his Heirs and Assigns for ever : Which said *R. A.* present here in Court, humbly prays to be admitted Tenant to the said Tenements, with the Appurtenances ; to whom the Lord by his Steward, granted and delivered Seisin by the Rod ; To have and to hold the said Tenements, with the Appurtenances, to the said *R. A.* his Heirs and Assigns, at the Will of the Lord, according to the Custom of the said Manor : And he gives to the Lord for a Fine, &c. is admitted Tenant thereof, and did Fealty, &c.

At this Court came *A. B. Gent.* one of the customary Tenants of this Manor, who held to him, and another the Heirs of his Body lawfully begotten, all that Messuage

the Use of a Will.

Court and Admission.

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suage or Tenement, customary and heriotable, with the Appurtenances, called *P.* and seven Crofts of Land thereunto belonging; one of which lies opposite to the said Messuage, another called *B.* another called *L.* &c. containing by Estimation twenty Acres (either more or less); as also of four Acres of Land and Meadow, called, &c. as also one Parcel of Meadow, called, &c. and one other Croft of Land, called *G.* containing by Estimation five Acres (either more or less); as also three Acres of Land, called *T.* or by whatsoever other Name or Names the said Premisses, or any Part of them, are called or known; and in the same Court surrendred into the Hands of the Lord of the said Manor, by the Hands of his said Steward, all and singular the said Premisses, with their Appurtenances, to the Use and Behoof of *F. S.* and his Heirs for ever: Which said *F. S.* present here in Court, humbly prays to be admitted to the said Premisses, with the Appurtenances; to whom the Lord of the said Manor, by his said Steward, granted and delivered Seisin thereof by the Rod; To have and to hold to him and his Heirs, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services, and Customs therefore due and of Right accustomed: And he gives to the Lord for a Fine, &c. and is admitted Tenant thereof, and did Fealty to the Lord.

Surrender in Court, and the Person to whom surrendred is admitted, and afterwards surrenders to the Use of himself for Life, Remainder to his Wife for Life, Remainder to a Stranger in Fee.

At this Court came *J. S.* one of the customary Tenants of this Manor, and surrendred into the Hands of the Lord, by the Hands and Acceptance of the said Steward, all that customary Messuage or Tenement, with the Out-houses, Edifices, Yards, Gardens, and one Acre of Land, &c. now in the Tenure or Occupation of Widow *W.* or her Assigns, to the Use and Behoof of *J. V.* his Heirs and Assigns for ever. And upon this the said *J. V.* comes here into the same Court, and humbly prays of the Lord to be admitted Tenant of the said Premisses, with the Appurtenances, according to the Form and Effect of the said

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said Surrender; to whom the Lord, by the Steward, granted Seisin thereof by the Rod; To have and to hold to him, his Heirs and Assigns, for ever, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And he gives to the Lord for a Fine, &c. and is admitted Tenant thereof, and did Fealty, &c. And upon this the said *J. V.* being admitted Tenant as aforesaid, immediately after his said Admission in that Behalf made, here in Court surrendred into the Hands of the Lord of the said Manor, by the Hands of the said Steward, all that customary Messuage aforesaid, and the aforesaid one Acre of Land, and all and singular other the Premises, with the Appurtenances, to the Use and Behoof of the said *J. V.* for Term of his Life; and after his Decease, then to the Use and Behoof of *M. V.* his Wife, for Term of her Life; and after her Decease, then to the Use and Behoof of *M. F.* his Heirs and Assigns, for ever; to the Intent that the Lord of the Manor may re-grant the said Tenements, with the Appurtenances, to the said *J. V.* and *M.* his Wife, and the said *M. F.* according to the Form and Effect of the said last Surrender. Upon which the Lord of the said Manor, by his Steward, granted to the said *J. V.* Seisin of the said Tenements, with the Appurtenances, by the Rod; To have and to hold to the said *J. V.* and his Assigns, for the Term of his Life; Remainder thereof, after his Decease, to hold to the said *Mary* his Wife and her Assigns, for the Term of her Life; the Remainder thereof, after her Decease, to the said *M. F.* his Heirs and Assigns for ever, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And they severally give to the Lord for a Fine, for their Admissions, amounting in the whole to 15 *l.* whereof 12 *l.* were paid to the Lord of the Manor in Court, and 60s. the Remainder thereof, is to be paid to the

Lord of the Manor on the last Day of this present Month of *April*; and they are severally admitted Tenants, and the said *J. V.* did Fealty, &c. but the Fealty of the said *M. V.* and *F. M.* is respited until, &c.

A Surrender in Fee out of Court is presented, and Admission thereupon in Court.

Whereas at the Court Baron of the Lord of the said Manor, held on *Tuesday* the 19th Day of *May* last past, it was found by the Homage, That *S. J.* one of the customary Tenants of the said Manor, since the then last Court, and before that Court, to wit, on the 11th Day of *February* then last past, surrendered into the Hands of the Lord of the said Manor, by the Hands and Acceptance of *T. W.* Gent. then Steward there, according to the Custom of the said Manor, all that customary Messuage or Tenement, with the Out-houses, Barns, Stables, Yards, Orchards, Gardens, Lands, Meadows, Pastures, and Appurtenances whatsoever to the same belonging, containing by Estimation nine Acres, (either more or less) then or late in the Tenure or Occupation of *R. D.* or his Assigns, To the Use and Behoof of *T. S.* the Younger, of *G.* in the County of *W.* Yeoman, his Heirs and Assigns: And because no one came at that Court to take the said Premises, therefore Proclamation was made, &c. Now at this Court the said *T. S.* the Younger came, and humbly prayed of the Lord of the said Manor to be admitted Tenant of the Tenements and Premises aforesaid, with the Appurtenances; to whom the Lord of the said Manor, by his Steward, granted and delivered Seisin thereof by the Rod; To have and to hold to the said *T. S.* the Younger, his Heirs and Assigns, according to the Form and Effect of the said Surrender of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Customs and Services therefore due and of Right accustomed: And he gave to the Lord for a Fine, as appears, &c. and he is admitted Tenant thereof, and did Fealty to the Lord, &c.

And

And afterwards at this same Court the said *T. S.* The same the Younger, in Consideration of a Marriage to be Person, in had between him the said *T. S.* the Younger, and *S. H.* of the Parish of *S.* in the County of *E.* Spinster, Consideration of a Marriage, and the and of 80*l.* to the said *T. S.* paid in Marriage with Marriage the said *S. H.* surrendered into the Hands of the Portion, surrenders to Lord of the said Manor, by the Hands and Acceptance of *M. C.* Steward there, according to the Custom of the said Manor, the Tenements and Premises afore said, with the Appurtenances, to the In- his intended tent that the Lord of the said Manor should re- Remainder to grant the said Premises, To the Use and Behoof his Heirs be- of the said *T. S.* and *S. H.* his intended Wife, for gotten on the and during the Term of their Lives, and of the Body of his Life of the longer Liver of them: and after their Wife, Re- Decease to the Use of the Heirs of the said *T. S.* on mainder to his the Body of the said *S. H.* by the said *T. S.* lawfully Heirs, upon to be begotten; and for Default of such Issue, to the Condition to Use of the right Heirs of the said *T. S.* for ever; pay a Sum of subject nevertheless, and upon condition to pay the Money after Sum of 40*l.* of lawful Money of *Great Britain* to his or her De- such Person or Persons to whom the said *S. H.* be- cease. fore or after the Solemnization of the said intended Marriage, by any Writing under her Hand and Seal, testified by three or more credible Witnesses, shall declare, limit or appoint, to be paid within the Space of one Year after the Decease of the said *T. S.* and for Default of such Payment, to the Use of such Person or Persons to whom the said *S. H.* by any such Writing shall direct and appoint, until the said Sum of 40*l.* with lawful Interest shall be paid: And Admission. thereupon the said *T. S.* and *S. H.* present here in Court, in their proper Persons, pray that they may be admitted Tenants to the said Premises, according to the Form and Effect of the said Surrender; to which said *T. S.* and *S. H.* the Lord of the said Manor, by his said Steward, delivered Seisin of the said Premises by the Rod; To hold to them and their Assigns, for the Term of their Lives, and of the Life

The Complete Court-Keeper: Or,

of the longer Liver of them, if the said Marriage shall be solemnized, and not otherwise, according to the Form and Effect of the said Surrender of the Lord, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And the said T. did Fealty, &c. and they are admitted Tenants thereof, &c. saving to every one his Right, &c.

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Another Court Baron, concerning Copyholds of Inheritance.

Manor } *The Court Baron of Sir E. K.
of B. } Knt. held there on the Fourteenth
Day of August in the Year of our
Lord — and in the — Year
of the Reign of our Sovereign
Lord George the Third, by the
Grace of God, of Great Britain,
France, and Ireland, King, De-
fender of the Faith, &c. Before
G. J. Gent. Steward there.*

No Effoins.

No Plaints.

Homage.

George T.

John R.

Edward S.

Thomas R.

Abraham H.

} Sworn.

Nathan W.

Andrew B.

James T.

Thomas R.

} Sworn.

THE said Jurors upon their Oath present, That Freeholders
A. B. C. D. E. F. &c. are Freehold Tenants not appear-
of this Manor, and owe Suit of Court, and at thising.
Court have made Default : Therefore each of them in
Mercy, as appears over their Names.

Also the said Jurors upon their Oath present, That Copyholders
A. M. L. O. P. R. S. M. G. H. &c. are Tenants not appear-
by Copy of the Rolls of the Court, and owe Suit of ing.
Court, and at this Day have made Default : There-

fore each of them in Mercy, as appears over their Names.

Rescue.

Also they present, That *G. B.* the Lord's Bailiff, on the ——— Day of, &c. within the said Lordship, distrained *H. S.* for Rent, then in Arrear and due, and unpaid to the Lord, from the said *H. S.* and that the said *H. S.* then and there made Rescue upon the said *G. B.* Therefore he is in Mercy, &c.

Incroachment.

Also they present, That *T. G.* has incroached and dug a Trench upon the Common against the Yard of the Messuage of *H. G.* Therefore he is in Mercy, as appears over his Name: And he is commanded to remove the said Incroachment before the Feast of St. *Michael* the Archangel next ensuing, under the Penalty set over his Name.

Incroachment.

Also they present, That *R. W.* has incroached upon the Lord's Waste in Length twenty Yards, and in Breadth one Yard: Therefore he is in Mercy, &c. And he is ordered to lay open the same before the Feast of St. *John* the Baptist next ensuing, under the Penalty of forfeiting to the Lord for every Yard, &c.

Stable erected on the Waste.

Also they present, That *E. C.* since the last Court, and before this Court, erected a Stable upon the Waste Ground of the Lord: And it is ordered, That the said Stable be pulled down before three Months next ensuing, under the Penalty of forfeiting 5 s.

Depasturing Cattle, where no Right.

Also they present, That the said *E. C.* has depastured Cattle upon the Town Lands of *S.* without any Right or Title, and contrary to the Custom of the Manor: Therefore he is in Mercy, &c.

Stopping a Lane.

Also they present *B. A.* Gent. and *B. S.* for stopping a certain common Lane, leading from a certain Place called *W.* to a certain Bridge called *P.* Bridge, by reason whereof the Tenants adjoining thereto are hindered from their Common of Pasture, and thereby in Process of Time a Passage thereto may be denied and wholly lost: And in Default of not laying the same open before the Feast of St. *John* the Baptist next ensuing, they amerce each of them severally to 5 s.

Also

Also the said Homage upon their Oath present, That Tenement *A. B.* a customary Tenant of this Manor, since the forfeited for last Court, to wit, on the 20th Day of *January*, in cutting Trees. the Year of our Lord — committed Waste upon one customary Close of Pasture called *P.* within the said Manor, which the said *A. B.* held of the Lord of this Manor by Copy of the Rolls of the Court, by cutting down and selling two large Ash-trees, and six large Elms, then growing upon the said Close, contrary to the Custom of the said Manor; whereby the said *A. B.* has forfeited to the Lord of this Manor all customary Lands and Tenements, which at the Time of committing the said Waste he held of the Lord of the said Manor: Therefore the Bailiff is commanded to seize the said Lands and Tenements into the Hands of the Lord of the said Manor, &c.

Also they present, That since the last Court, to Forfeiture for wit, on the — Day, &c. last past, *C. D.* and *E.* not delivering *F.* then being customary Tenants of this Manor, took a Surrender and accepted a certain Surrender into the Hands of the into Court. Lord of the said Manor, then made by *G. H. Gent.* of all the customary Lands of the said *G. H.* to the Use of *J. K. Gent.* his Heirs and Assigns; and that the said *C. D.* and *E. F.* have not presented the said Surrender at this Court, being the first Court next after the Taking the said Surrender, but have vacated and cancelled the said Surrender, contrary to the Custom of the said Manor, by which the said *C. D.* and *E. F.* have forfeited to the Lord of this Manor all their Lands and Tenements, which they now respectively hold of the Lord of this Manor by Copy of the Rolls of the Court: And the Bailiff is commanded to seise the said Lands and Tenements into the Hands of the Lord of the said Manor.

At this Court the second Proclamation was made Second Pro- for *W. S.* to come into Court, and be admitted to one clamation for Cottage, and sixteen Acres of Land belonging there- the Heir to unto, held of the said Manor, as Heir of *T. C.* lately appear, and deceased, and came not. be admitted

Second Proclamation.

At this Court the second Proclamation was made, That the next Heir of *A. R.* Widow, now deceased, should come here into Court, to take the Moiety of two Messuages or Tenements, and eighteen Acres of Land, with the Appurtenances, which descended to him by the Death of the said *A. R.* but no one came.

Second Proclamation after another Manner.

At this Court *J. W.* Son and Heir of *J. W.* who before the last Court died seised of twenty and seven Acres of customary Land, with the Appurtenances, (whereof Part is heriotable) although this second Time solemnly called by Proclamation to come here into Court and be admitted Tenant to the said Tenements, with the Appurtenances, according to the Custom of this Manor, came not, but made Default: Therefore the second Proclamation and his Default is recorded, &c.

Second Proclamation upon a Surrender.

At this Court, because *A. B.* came not to take a customary Tenement, with the Appurtenances, in, &c. called, &c. out of the Hands of the Lord, to the Use of the said *A.* surrendered by *T. B.* on the 26th Day of *November* in the Year of our Lord, &c. Therefore a second Proclamation is made.

Licence to demise.

At this Court Licence is granted to *M. O.* Widow, to demise. &c. three Closes of Land, &c. to any Person or Persons for any Number of Years, not exceeding thirty-one Years, from the Feast of Saint *Michael* now next ensuing.

Another Licence to demise.

At this Court the Lord of the said Manor hath granted Licence to *J. R.* Gent. to demise all and singular his customary Messuages, Lands and Tenements, within the said Manor, to any Person or Persons, for any Term of Years not exceeding the Term of one and twenty Years, to be computed from the Feast of the Nativity of St. *John* the Baptist last past; and the said *J. R.* gives to the Lord for a Fine for this Licence, as appears in the Margin.

Licence to demise after another Manner.

At this Court came *B. S.* Gent. one of the customary Tenants of this Manor, and humbly prayed Licence to demise all that his customary Tenement and

and about sixteen Acres of customary Land called *S.* now or late in the Tenure or Occupation of *E. L.* Widow, and also all that his Messuage, with the Moiety of one Yard-land called *H.* in the Occupation of *K. T.* and one Croft of customary Land called *G. S.* containing about five Acres, and about thirteen Acres of customary Land called *E.* and also one Parcel of customary Land containing about three Acres and an Half, Parcel of a certain Tenement called *F. S.* to which said *B. S.* the Lord of the said Manor, by his said Steward, and by *H. J. Gent.* (who now is on this Occasion thereunto authorised by the Lord of the said Manor) in open Court gave and granted Liberty and Licence to lease the said Messuage and Premises with their and every of their Appurtenances to one *B. A.* of, &c. his Executors, Administrators and Assigns; To have and to hold the said Messuages and Premises to the said *B. A.* his Executors, Administrators and Assigns, from the Feast of *St. Michael* the Archangel last past, unto the End and Term of forty Years, from thence next ensuing, and fully to be complete and ended, (if the said *B. S.* shall so long live) so that the Lord and Lords of this Manor for the Time being, may from Time to Time, during the Continuance of the said Term, enter into the said Premises, or any Part or Parcel thereof seise, distrain, or take any other lawful Remedy, for the Rents, Services, Fines, Amercements or other Dues or Services due or to be due, for and in respect of the said Premises, as fully to all Intents and Purposes, as if this Licence had not been had or granted; and the said *B. S.* gives to the Lord for a Fine for this Licence 5*l.* Sterling.

Whereas at the Court held for the said Manor on Admission by the ninth Day of *May*, &c. it was found by the Ho- Attorney at-
mage that *D. M.* (late Widow and Relict of *R. M.*) ter a Death.
died seised, to wit, for Term of her Life, of two Cot-
tages or Tenements with the Appurtenances, lying
near the Church of *S.* (which said Cottages, with the
Appurtenances before, when the said *R. M.* was alive,

was only one Messuage or Tenement called *B.*'s) but to whom the said Tenement, with the Appurtenances, descended they knew not; now at this Court comes *J. S.* and gives the Homage to understand, that the said Tenement, with the Appurtenances, descended to *E. M.* Widow, and Relict of *L. M.* Gent. by Virtue of the last Will and Testament of the said *L. M.* as by the Rolls of the Court of the said Manor of the ——— Day of, &c. appears; and in this same Court comes the said *E. M.* by the said *J. S.* her Attorney, and humbly prays to be admitted to the said Tenements with the Appurtenances, to which *E. M.* by the said *J. S.* her Attorney, the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold the said Tenements, with the Appurtenances, to the said *E. M.* her Heirs and Assigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed: And she gives to the Lord for a Fine as appears, &c. and is admitted by the said *J. S.* her Attorney; but her Fealty is respited.

Recital of a Surrender to the Use of a Will, and Admittances to the Devises.

Whereas at a Court held for this Manor, on the ——— Day, &c. *T. C.* and *B. C.* Gent. were admitted Tenants to the Lord for Term of their Lives, Remainder after their Decease to *D. C.* and the Heirs of his Body, and for Default of such Issue to *A. S.* Sister of the said *D.* and her Heirs for ever, on the Surrender, and according to the Form and Effect of the last Will of *G. W.* Gent. to one Messuage or Tenement, and two Crofts of Land, containing by Estimation five Acres called *H.* one Croft of Land called *M.* containing by Estimation two Acres, and one Rood of Land lying in, &c. with the Appurtenances, as by the Rolls of the said Court appear; which said *D. C.* before this Court died without Issue of his Body lawfully begotten; also the said *T. C.* and *B. C.* died long before this Court; now at this Court after the second Proclamation made, came the said *A. S.* Wife of *P. S.* Gent. and humbly prayed to be admitted to the

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the said Premises, with the Appurtenances, according to the Form and Effect of the said Testament ; to which said *A.* the Lord of the said Manor, by his said Steward, granted Seisin thereof by the Rod ; To have and to hold the said Premises, with the Appurtenances, to the said *A. S.* her Heirs and Assigns for ever, according to the Form and Effect of the said last Will of the said *G. W.* by the Rents, Services and Customs therefore due and of Right accustomed ; and she is thereupon admitted Tenant, and gives to the Lord for a Fine, as appears, &c. and the said *P.* by Virtue thereof did Fealty to the Lord.

Whereas at a Court held for the said Manor on the Recital of a — Day of, &c. *H. P.* was admitted Tenant of Surrender the Lord, to him and the Heirs of his Body lawfully and Admittance, and a begotten, to one customary Cottage, with the Appurtenances thereunto belonging, on the Surrender of *W. P.* as by the Rolls of the said Court appears ; now fresh Surrender and Admittance upon it. at this Court it is found by the Homage, that since the last Court and before this Court, to wit, on the 13th Day of *June* last past, the said *H.* surrendered into the Hands of the Lord of the said Manor, by the Hands of *T. B.* Deputy-Bailiff, and in the Presence of *G. R.* and *A. B.* two customary Tenants of the said Manor, all that customary Messuage or Tenement abutting on the Lands of *T. K.* on the *South*, with all Edifices, Houses, Buildings, Barns, Stables, Yards, Orchards and Gardens, and one small Close of customary Land, containing by Estimation about Half an Acre, (either more or less) belonging to the said Messuage, with all and singular the Appurtenances, now in the Tenure of *W. S.* or his Assigns : To the Use and Behoof of *W. W.* third Son of *R. W.* of, &c. his Heirs and Assigns for ever ; to which said *W.* present here in Court the Lord of the said Manor, by his said Steward granted Seisin thereof by the Rod ; To have and to hold to him and his Heirs, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed : And he gives to the Lord

Lord for a Fine, as appears, &c. and he is thereupon admitted Tenant; but his Fealty is respited until, &c.

Committed to the Custody of his Father, till 14 Years of Age. And because the said *W.* is under Age, (to wit) of the Age of six Years, or thereabouts, the Custody as well of the Body as of the Land of the said *W.* is granted to the said *R. W.* his Father, until he shall arrive at the Age of fourteen Years, finding him in the mean Time Victuals, Clothes, and all other Neccessaries, and rendering to him a reasonable Account when he shall come to the said Age; saving in the mean Time to the Lord of the said Manor the Rents, Customs and Services therefore due: And for his Grant the said *W.* gives to the Lord for a Fine, &c.

Surrender in Court and Admittance upon it.

At this Court *A. W.* Gent. one of the customary Tenants of this Manor, surrendred into the Hands of the Lord of this Manor, by the Hands and Acceptance of the said Steward, by the Rod, all that customary Messuage or Tenement, and two Acres of Land, with the Appurtenances, called *P.* and all that customary Messuage or Tenement, and ten Acres of Land, Meadow or Pasture, and two Acres of Land, with the Appurtenances, lying against *W.* late *J. A.* and also all that customary Messuage or Tenement, and ten Acres of Land with the Appurtenances, lying in *H.* lately called *H. Gate*; and also all that customary Messuage or Tenement, and twenty Acres of Land with the Appurtenances, called *K.'s*, To the Use and Behoof of the said *A.* for and during the Term of his natural Life; and after his Decease Remainder to the Use and Behoof of the said *J. A.* for and during the Term of his natural Life; and after his Decease, Remainder to the Use and Behoof of the said *A.* his Heirs and Assigns for ever. Upon which the said *A.* present here in Court, and the said *J.* by the said *A.* his Attorney, humbly pray of the Lord to re-grant the said Tenements, with the Appurtenances, to the said *A.* and *J.* and the Heirs of the said *A.* according to the Form of the said Surrender; to which said *A.* present here in Court, and *J.* by the said *A.* his Attorney,

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ney, the Lord, by his Steward, granted the said Premises, and delivered Seisin thereof by the Rod; To have and to hold the said Tenements, with the Appurtenances, to the said *A.* and his Assigns, for and during his natural Life; and after his Decease to remain to the said *J.* and his Assigns for and during his natural Life; and after his Decease then to remain to the said *A.* his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; And the said *A.* and *J.* give to the Lord for a Fine, &c. and are admitted Tenants thereof; and the said *A.* did Fealty, but the Fealty of the said *J.* is respited until, &c.

At this Court the Homage present, That *R. A.* one Surrender of the customary Tenants of this Manor, since the conditional last, and before this Court, to wit, on the 13th Day of *April* in the Year, &c. surrendered into the Hands of the Lord of the said Manor, by the Hands of *W. J.* Deputy-bailiff of the Lord, in the Presence of *J. V.* and *J. C.* two customary Tenants of this Manor, testifying the same, according to the Custom of the said Manor, all that customary Messuage or Tenement, with the Out-houses, Edifices, Buildings, Yards, Barns, Gardens, and one Acre of customary Land (more or less) with all and singular the Appurtenances thereunto belonging, as they are situate, lying and being near *E.* in the Manor aforesaid, now in the Tenure or Occupation of *R. J.* or his Assigns, To the Use and Behoof of *J. S.* of, &c. his Heirs and Assigns for ever: Provided always, and upon this Condition, That if the said *R. A.* his Heirs, Executors, Administrators or Assigns, should pay, or cause to be paid, to the said *J. S.* his Executors, Administrators or Assigns, the full Sum of forty Pounds and eight Shillings of good and lawful Money of *Great Britain*, on or upon the fourteenth Day of *October* next ensuing the said Surrender, at the Dwelling-house of the said *J. S.* situate in, &c. without Fraud or farther Delay, that

The like.

that then the said Surrender should be void and of no Effect; otherwise to remain in full Force and Effect.

At this Court the Homage present, That *J. B.* one of the customary Tenants of this Manor, since the last Court, and before this Court, to wit, on the ——— Day, &c. surrendered into the Hands of the Lord of the Manor, by the Hands of *W. D.* Deputy-bailiff of the Lord, and in the Presence of *J. V.* and *R. A.* two customary Tenants of this Manor, testifying the same, according to the Custom of the said Manor, all that customary Messuage or Tenement commonly called or known by the Name of *W. S.* with all Houses, Out-houses, Barns, Stables, Yards, Orchards, Gardens, and two Closets or Crofts of customary Land, containing by Estimation four Acres (more or less) with their and every of their Appurtenances, situate, &c. and now in the Tenure of *T. D.* or his Assigns, To the Use and Behoof of *J. C.* of *E.* &c. his Heirs and Assigns for ever: Provided always, That if the said *J. B.* his Heirs, Executors or Administrators, should pay, or cause to be paid, to the said *J. C.* his Executors, Administrators or Assigns, the full Sum of ninety Pounds nine Shillings and two Pence of good and lawful Money of *Great Britain*, on or upon the 14th Day of *January* next ensuing the said Surrender, at the Dwelling-house of the said *J. C.* situate at, &c. that then the said Surrender should be void; otherwise to remain in full Force and Effect.

Another Surrender upon Condition recited, and the Condition performed, and a fresh Surrender upon Condition.

Whereas at the Court held for this Manor, on the ——— Day, &c. it was found by the Homage, That *R. A.* one of the customary Tenants of this Manor, out of Court, to wit, on the ninth Day, &c. surrendered into the Hands of the Lord, by the Hands of *G. D.* Deputy-bailiff, and in the Presence of *T. G.* and *G. R.* two customary Tenants of the said Manor, according to the Custom of the said Manor, all that customary Messuage or Tenement called *B.'s*, or by whatsoever other Name it is called, with all Orchards, Gardens, Houses, &c. and also three Acres of custo-

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mary Land, to the said Messuage belonging, now in the Occupation of *J. R.* and the said *R. A.* and one other customary Cottage or Tenement, with the Appurtenances, now in the Tenure of *L. A.* To the Use and Behoof of *S. K.* of *K.* in the County of ——— Widow, and her Heirs for ever, upon Condition, That if the said *R. A.* should pay to the said *S. K.* the full Sum of one Hundred and twenty-seven Pounds and four Shillings, upon the 14th Day of *April* in the Year, &c. that then the said Surrender should be void; otherwise to remain in full Force and Virtue. Now at this Court came *J. A.* of, &c. and by the Assent and Appointment of the said *S. K.* acknowledged full Satisfaction, according to the Form and Effect of the said conditional Surrender. And afterwards at this Court the said *R. A.* came in his proper Person, and in open Court surrendered into the Hands of the Lord, by the Hands of his said Steward, all and singular the said Premises, with the Appurtenances; To the Use and Behoof of *J. A.* aforesaid, and *T. A.* of, &c. and their Heirs for ever; upon Condition nevertheless, That if the said *R. A.* his Executors, Administrators or Assigns, shall pay, or cause to be paid to the said *J. A.* and *T. A.* their Executors or Administrators, the full Sum of one Hundred and six Pounds of good and lawful Money of *Great Britain*, on or upon the 18th Day of *April*, which will be in the Year of, &c. for the Use and Benefit of *S. M.* that then the said Surrender shall be void, and of no Force; otherwise to remain in full Strength and Virtue.

Also at this Court it is found by the Homage, That Aconditional *T. R.* the Younger, one of the Tenants of this Ma- Surrender. nor, since the last Court, and before this Court, to wit, on the ——— Day, &c. last past, surrendered into the Hands of the Lord of the said Manor by the Rod, by the Hands of *E. E.* standing in the Place of the Bailiff of the Lord, in the Presence of *T. R.* and *E. S.* two customary Tenants of the said Manor, according to the Custom of the Manor, all that customary Cottage or Tenement called *G.*'s with the Orchards, Gardens,

dens and Appurtenances thereunto belonging, now in the Tenure or Occupation of the said *T. R.* the Younger, or his Assigns, To the sole Use and Behoof of his Brother *W. R.* of, &c. in the County of, &c. his Heirs and Assigns for ever; upon Condition nevertheless, that if the said *T. R.* his Heirs, Executors, Administrators or Assigns, or either of them, should pay, or cause to be paid, to the said *W. R.* or his certain Attorney, Executors, Administrators or Assigns, the full Sum of twelve Pounds of good and lawful Money of *Great Britain*, upon the 25th Day of *March* which shall be in the Year, &c. and well and truly pay, or cause to be paid, three Shillings to the said *W. R.* of like lawful Money, on every three Months during the Term of three Years, then the said Surrender should be void, or else to remain in full Force.

Aconditional
Surrender by
a Man and
his Wife.

At this Court the Homage present, That *S. B.* and *C.* his Wife, two customary Tenants of this Manor, since the last Court, and before this Court, to wit, on the ——— Day, &c. last past, came before *J. S.* Gent. Steward of the Court of the said Manor at *L.* (the said *C.* being then and there separately and secretly examined by the said Steward) and surrendered into the Hands of the Lord of the said Manor, by the Hands and Acceptance of the said Steward, all that Messuage or Tenement customary and heriotable, with the Appurtenances, called *P.* and seven Crofts of Land thereunto belonging, whereof one is called *B.* another *F.* &c. containing by Estimation in the whole forty Acres (more or less) situate within the said Manor, and now or late in the Occupation of the said *S.* and *C.* their Assignee or Assigns; To the Use and Behoof of *F. L.* Widow, her Heirs and Assigns for ever: Provided always, That if the said *S.* his Heirs or Assigns, should pay, or cause to be paid, to the said *F. L.* her Executors, Administrators or Assigns, one Hundred and twenty-seven Pounds and four Shillings of lawful Money of *Great Britain*, upon the 12th Day of *November*, which will be in the Year of our Lord, &c. then the said Surrender to be void, or else to remain in full Force and Virtue.

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At this Court the Homage present, That *J. C.* and *Conditionai W. C.* two customary Tenants of this Manor, since Surrender to the last Court, and before this Court, to wit, on pay Money at the — Day, &c. surrendered into the Hands of several Days. the Lord of the Manor by the Rod, by the Hands of *T. B.* in the Place of the Bailiff of the Lord, in the Presence of *G. G.* and *G. R.* two customary Tenants of the said Manor, testifying the same, all those two Pieces or Parcels of Land or Pasture, containing by Estimation nineteen Acres, more or less, whereof one Piece is called by the Name of the *H. Field*; To the Use of *R. S.* his Heirs and Assigns for ever: Provided always, That if the said *J. C.* and *W. C.* their Heirs, Executors, Administrators or Assigns, should pay, or cause to be paid, to the said *R. S.* his Heirs, Executors, Administrators or Assigns, the Sum of one Hundred and twelve Pounds of lawful Money of Great Britain, in Manner and Form following, to wit, three Pounds thereof on the 7th Day of *October* then next ensuing, three Pounds thereof on the 7th Day of *April*, which should be in the Year, &c. three Pounds thereof on the 7th Day of *October* thence next ensuing, &c. one Hundred and three Pounds Residue thereof on the 8th Day of *October*, which shall be in the Year, &c. at the Dwelling-house of the said *R.* situate in *S.* that then the said Surrender should be void, or else to remain in full Force and Effect.

At this Court the Homage present, That *A. F.* of, The like. &c. one of the customary Tenants of this Manor, since the last Court, and before this Court, to wit, on the — Day, &c. surrendered into the Hands of the Lord, by the Hands and Acceptance of *T. B.* in the Place of the Bailiff of the Lord, in the Presence of *G. R.* and *R. W.* two customary Tenants of the said Manor, all that customary Messuage or Tenement called *C.* with all the Out-houses, Buildings, Barns, Stables, Yards, Gardens, and five Acres of customary Land, more or less, belonging thereunto, with their and every of their Appurtenances, as the same are situate,

situate, lying and being at S. aforesaid, and now in the Tenure or Occupation of R. A. or his Assigns; To the Use and Behoof of W. B. of, &c. his Heirs and Assigns for ever: Provided nevertheless, and upon Condition, That if the said A. T. his Heirs, Executors, Administrators or Assigns, should well and truly pay, or cause to be paid, to the said W. B. his Executors, Administrators or Assigns, the full Sum of seventy-four Pounds and four Shillings of lawful Money of Great Britain, in Manner and Form following, that is to say, 42s. thereof on the 7th Day of August then next ensuing, and 72l. 2s. Residue and Remainder thereof on the 8th Day of February, which shall be in the Year, &c. at or in the Dwelling-house of the said C. called P. situate and being in the Parish of, &c. without Fraud or Deceit, that then the said Surrender should be void, and of no Effect; otherwise to remain and stand in full Power and Effect.

On Breach of the Condition of a Surrender, Proclamation made for the Surrenderee to appear and be admitted.

At this Court it is found by the Homage, that at the Court held for the Lord of this Manor, on the ——— Day, &c. S. R. a customary Tenant of this Manor, surrendred into the Hands of the Lord, by the Hands and Acceptance of W. B. Esq; then Steward of the said Manor, one Messuage or Tenement, with half an Acre of Land, customary and heriotable, called G. S. &c. To the Use and Behoof of A. B. Gent. his Heirs and Assigns for ever, upon Condition to pay 106l. to the said A. P. his Executors, Administrators or Assigns, upon the ——— Day, &c. next ensuing, and that then the said Surrender should be void, otherwise to remain in full Force and Effect. And it is also found by the Homage, That the said Sum of Money was not paid according to the Form and Effect of the said Condition; upon which the first Proclamation was made at this Court, That the said A. P. should come into Court to be admitted Tenant of the said Tenements, with the Appurtenances, or otherwise the Lord would seize the said Tenements with the Appurtenances into his own Hands: But the said

said A. Default

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said *A. P.* altho' solemnly called, came not, but made Default.

At this Court it is found by the said Homage, That Recital of a
at the Court held for the Lord of this Manor, on the Surrender
—— Day, &c. *R. A.* surrendred all that Messuage upon Condi-
or customary Tenement called *B.* otherwise *D.* and tion and Ac-
five Acres of customary Land to the Messuage apper-knownledg-
taining, with all Appurtenances, To the Use and Be-ment of the
hoof of *T. D.* of, &c. his Heirs and Assigns for ever, Condition
upon Condition, That if the said *R. A.* his Heirs, Ex-being per-
ecutors, Administrators or Assigns, should pay, orformed.
cause to be paid to the said *A. T.* his Executors, Ad-
ministrators or Assigns, the full Sum of one Hundred
three Pounds eleven Shillings and four Pence, upon
the 24th Day of *April*, which should be in the Year,
&c. then the said Surrender to be void, otherwise to
remain in full Force and Effect. Now at this Court
the said *A. T.* comes in his proper Person, and acknow-
ledges to have received full Satisfaction, according to
the Form and Effect of the said Surrender.

Also it is found and presented by the said Homage, Surrender to
That *W. H.* Gent. a customary Tenant of this Ma-the Use of a
nor, since the last Court, and before this Court, to last Will.
wit, on the —— Day, &c. surrendred out of Court
into the Hands of the Lord of the said Manor, by the
Hands and Acceptance of *D. T.* and *R. G.* two custo-
mary Tenants of the said Manor, in the Presence of
S. J. Gent. standing in the Place of the Bailiff of the
Lord of the said Manor, all that his Messuage or Tene-
ment, and Acres of customary Land, with the Ap-
purtenances, held of the said Manor, which are or for-
merly were called *P.* and that customary Messuage or
Tenement, and ten Acres of customary and heriotable
Land, in *H.* sometime called *H.* as also that custo-
mary Messuage, &c. all which said Messuages or Te-
nemets, Lands, Hereditaments and Premises, are si-
tuate, lying and being within the said Manor, and are
held of the said Manor, and also all other his cus-
tomary Lands, Tenements and Hereditaments, held
of the said Manor; To the Use and Behoof of the
P Testa-

Testament and last Will in Writing of the said *W. H.* and of such Person or Persons, and his or their Heirs, to whom the said *W. H.* by such his Testament or last Will should devise the same.

Recital of
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visee admit-
ted.

Whereas at a Court held for this Manor, on the ——— Day, &c. *T. H.* Clerk, and *F. H.* Doctor of Physic, and *J.* his Wife, were admitted Tenants to one Croft of Land, containing by Estimation nine Acres, lying in *E.* and to one other Croft of Land, containing by Estimation four Acres, called *P.* and also to seven Acres of Land, lying, &c. To have and to hold the said Premises, to the Use of the said *T. F.* and *J.* for the Term of the Lives of the said *T. F.* and *J.* and of the Life of the longer Liver of them, Remainder to the Heirs of the said *T.* And whereas at another Court held for this Manor; on the ——— Day, &c. the said *T.* surrendered into the Hands of the Lord of this Manor, by the Hands of the then Steward, the Reversion of the said Tenements, and all other the Premises, immediately after the Death of the said *T. F.* and *J.* to the Use of *S.* Wife of the said *T.* and her Assigns, during her Life; which said *S.* was thereupon admitted. And whereas also at another Court held for this Manor, on the eighth Day of *May* in the Year, &c. the said *T.* surrendered the said Premises, to the Use of his last Will and Testament in Writing, as in and by the several Rolls of the said above-mentioned Courts more fully appears: Now at this Court it is found and presented by the Homage there, that the said *T. H.* died since the last Court, and before this Court, and that upon his Death three Heriots became due to the Lord of this Manor. It is also found by the said Homage, That the said *S. F.* and *J.* died before the said *T.* And it is further found by the said Homage, That the said *T.* by his last Will and Testament in Writing (produced here in Court) under the Hand and Seal of the said *T.* bearing Date the 13th Day of *August* in the Year, &c. devised the said Tenements and Premises in the Words following, to wit: *Whereas I have here-*
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wherefore surrendered all my Copyhold Lands, Tenements and Hereditaments, lying within the Manor of, &c. in the County of, &c. To such Uses, Intents and Purposes, as by my last Will and Testament should be expressed, limited and declared, as by the several and respective Surrenders thereof, and Copies of the Court-rolls of the said several Manors may appear: Now I do by this my last Will and Testament express, limit and declare, That the said several Surrenders of my said Copyhold Lands shall be to the Use and Behoof of my dear Wife E. H. her Heirs and Assigns for ever. And my Mind and Will is, That she shall have the said Lands and Premises to her, her Heirs and Assigns for ever. And the said E. H. being present here in Court (and producing the said last Will and Testament of her said Husband as aforesaid) prays to be admitted Tenant of the said Tenements and Premises; to whom the Lord of the said Manor, by his said Steward, at this Court granted and delivered Seisin thereof by the Rod; To have and to hold the said Tenements, and all and singular other the Premises, with the Appurtenances, to the said E. H. her Heirs and Assigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And the said E. H. paid to the Lord for a Fine, for her Admittance to the Premises, 35*l.* Sterling, and did her Fealty, and is admitted Tenant thereof.

Another Court Baron concerning Copyhold^s of Inheritance.

Manor of C. } *The General Court of John*
 in the Coun- } *A. Esq; Lord of the said*
 ty of D. } *Manor, there held before*
 A. B. Gent. Steward
 there, on Monday the
 Eighth Day of April in
 the Year of our Lord
 1764, and in the Fourth
 Year of the Reign of our
 Sovereign Lord George
 the Third, by the Grace
 of God, of Great Britain,
 France, and Ireland King,
 Defender of the Faith,
 &c.

The Homage.

<i>John W.</i> <i>Robert H.</i> <i>John S.</i> <i>Gregory J.</i> <i>William S.</i> <i>John P.</i>	} } } } } }	Sworn, 	<i>William R.</i> <i>Henry W.</i> <i>John W.</i> <i>Thomas H.</i> <i>John P.</i> <i>Andrew K.</i>	} } } } } }	Sworn,
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Plowing the
Common.

FIRST, The said Jurors present, That *E. C.* one of the Inhabitants of this Manor, plowed about three or four Roods of the Common of *S.* to the Damage

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Damage of the Lord and his Tenants, and the said *E.* is amerced for the same by the said Jury, to 10*s.* 8*d.* to be paid and levied to the Use of the Lord of this Manor, &c.

Also the Jury present, That *M. W.* one of the In-Inclosing the habitants of this Manor, inclosed one small Parcel of Common. the Common of *S.* with Hedges and Fences, to the Damage of the Lord and the Tenants of this Manor; and the said *M. W.* is amerced for the same by the said Jurors, to 1*s.* to be paid and levied to the Use of the Lord of this Manor, &c.

Also the Jury present, That *J. M.* one of the Te-Cutting and nants of this Manor, cut and lopped ten Trees grow- lopping Trees ing on the Common of *S.* which were preserved for on the Com- Estovers for the Tenants of this Manor, to the Da- mon. mage of the Tenants of this Manor; and the said *J. M.* is therefore amerced by the said Jury to 2*s.* to be levied and paid, to the Use of the Lord of this Manor, &c.

Also they present and amerce *C. J. Miller*, for cut- Cutting and carrying a- ting and carrying away a Tree from the Common, to way a Tree the Prejudice of the Lord of the said Manor and his from the Tenants, to 5*s.* Common.

It is also presented by the Homage, That *A. B.* has Erecting a erected a Hay-cock upon the Lord's Wasse, without Hay-cock on Leave. the Wasse.

At this Court the Jury ordered, That all Inclosures Inclosures to of the Common of *S.* which were made before this be laid open. Court, be laid open before the Feast of St. *Michael* the Archangel next ensuing; each Defaulter amerced by the Jury at 12*d.* &c.

Also every customary Tenant of this Manor, who Tenants not has not appeared at this Court, is affected by the said appearing. Jurors at 4*s.* 6*d.*

At this Court it is found by the Homage, That Licence to the Lord of the said Manor since the last Court and lop and cut before this Court, to wit, on the ——— Day, &c. down Trees. gave Licence to *W. C.* to lop 24 Trees; and also to cut down, carry away and fell four Trees, so that the

said *W.* produced his said Licence at the next Court to be inrolled.

A Fine paid
for cutting
Wood, &c.

At this Court *S. B. Gent.* one of the customary Tenants of this Manor, paid to the Lord 40*s.* for a Fine, for that the said *S.* cut down four Parcels of Wood, to the Value of 40*s.* and not more, growing upon a customary Tenement in the Tenure of *R. K.* and carried the said Wood away and burnt it upon a certain other Tenement of the said *S.* called *P.'s*, lying within the said Manor, contrary to the Custom of this Manor, &c.

Rent appor-
tioned.

At this Court the said Homage by Assent of the Parties, to wit, of *G. G.* and *H. M.* apportioned the Rents of the Lands and Tenements held of the said Manor, whereof *R. R.* was lately seised in Manner and Form following, to wit, for one Messuage or Tenement, with the Houses, Yards, Gardens and Orchards, with the Appurtenances, situate at *P.* near the King's Highway leading from *B.* to *C.* now *N. M.'s* to 4*s.* and for eighteen Acres of Pasture and Meadow, lying also near *P.* now the said *G. G.'s* to 10*s.* 6*d.*

Death of a
Tenant and
Admission of
the Heir.

Also the said Homage say upon their Oath, That *A. B.* since the last Court died seised of and in two Roods of Land, lying in *R.* held of this Manor by Fealty and yearly Rent, &c. and that *E. B.* is his Son and the next Heir of the said *A. B.* and of full Age, who now did Fealty to the Lord.

Surrender to
the Use of a
last Will.

And that *A. B.* a customary Tenant of this Manor, out of Court since the last Court, to wit, on the ——— Day, &c. last past, surrendred into the Hands of the Lord of this Manor, by the Hands of *C. D.* a customary Tenant of this Manor, in the Presence of *J. A.* and *S. A.* also customary Tenants of this Manor, all his customary Lands and Tenements, held of the said Manor, to the Use and Behoof of his last Will.

Acknow-
ledgment of a
Legacy being
paid.

And that *J. B.* in open Court acknowledged himself to be satisfied and fully paid by *N. B.* his Brother, a Legacy of 10*l.* given to the said *J. B.* by the last Will and Testament of his Father, according to the Form,

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Form, Effect and true Intent of the said last Will and Testament of his Father.

At this Court the Homage present upon the Oath of Satisfaction *J. S.* that *W. C.* paid *S. H.* and *M.* his Wife 50*l.* of a Condition and all Interest due for the same, according to the Effect of a conditional Surrender, made at the Court held the ninth Day of *March*, &c. therefore the said *W.* is quit thereof.

At this Court the Jury present on Oath, That *S. B.* The like, paid the Sum of 343*l.* 12*s.* to *M. O.* on the twelfth Day of *April*, in the full Discharge of the conditional Surrender, made at the Court held here on the twelfth Day of *October*, &c.

At this Court *W. C.* and *J. C.* brought here into Release of a Court a certain Acquittance or Release in Writing of Condition *E. S.* Executrix of the last Will and Testament of upon receiving the Receipt of 120*l.* of lawful Money of *Great Britain* in full Payment, Discharge and Satisfaction of a Condition contained in a Surrender, made the seventh Day of *April* in the Year, &c. Therefore the said *W.* and *J.* are quit thereof.

Also the said Homage say upon their Oath, That *J. A.* since the last Court, sold to *R. A.* a customary Tenement called *T.* with the Appurtenances, containing by Estimation two Acres, which he held of the said Manor, in free Socage by Fealty, yearly Rent and Suit of Court, which said *R. A.* came not; Therefore the Bailiff is commanded to distrain the said *R.* that he do Fealty at the next Court.

At this Court came *T. L.* and acknowledged himself to be a Freeholder of the Lord of the said Manor, of one Cottage and ten Acres of Arable Land, with the Appurtenances, which descended to the said *T.* on the Death of *R. L.* his Father (or which he lately purchased of *O. R.*) by Fealty, Suit of Court and yearly Rent, &c. and did Fealty, and paid the Arrearages of four Years Rent, &c. and for a Fine of Alienation, &c.

Death of a Freeholder, and Order for the Heir to appear and do Fealty.

At this Court the Homage present, That *T. G.* who held in Fee to him and his Heirs, of the Lord of this Manor, one Messuage, with the Appurtenances, in *C.* by yearly Rent, &c. and other Services, died seised thereof since the last Court; whereupon there fell to the Lord for a Relief, &c. and that *A. G.* is the only Son and Heir of the said *T. G.* Therefore it is commanded, &c.

Admission of a Freeholder on paying a Relief.

At this Court *A. G.* came in his proper Person, and did Fealty to the Lord for one Acre of Land, with the Appurtenances in *C.* in Free and Common Socage, by the yearly Rent, &c. and other Services therefore due and accustomed; whereof his Father *T. G.* lately died seised, as was presented by the Homage at the Court Baron held for the said Manor on the ——— Day, &c. and the said *A. G.* gave to the Lord for a Relief, &c. and is thereupon admitted Tenant.

Death of a Freeholder, and Fealty of the next Heir.

At this Court the Homage present, That *W. J.* who held of the Lord in Fee one Messuage and thirty Acres of Meadow and Pasture, with the Appurtenances, within this Lordship, by Fealty, Suit of Court, and by the yearly Rent, &c. died so seised of such Estate therein; and that *R. J.* is Son and Heir of the said *W. J.* and is of the Age of ten Years; and at this Court the said *R. J.* came and paid to the Lord for a Relief, &c. and did Fealty.

Alienation of a Freeholder by Bargain and Sale, and Admittance upon it.

Also they present upon their Oath, That *G. B.* who held of the Lord in Fee, one Cottage, one Orchard, and six Acres of Meadow, with the Appurtenances, by his Deed indented, bearing Date, &c. granted, bargained and sold all and singular the said Premises, with the Appurtenances, to *R. K.* of, &c. To have and to hold all and singular the said Premises, with the Appurtenances, to the said *R. K.* his Heirs and Assigns, of the Chief Lord of the Fee, by the Rents, Services and Customs therefore due and of Right accustomed; and he holds the Premises of the Lord of this Manor by Fealty, Suit of Court, and by the yearly Rent, &c. and at this Court the said *R. K.* did Fealty to the Lord.

Also

Also the said Jurors say upon their Oath, That *B. C.* who was a Freeholder of this Manor, of one Messuage, &c. with the Appurtenances in *G.* within the said Manor, by his Deed bearing Date, &c. granted all and singular the said Premises, &c. to one *G. D.* his Heirs and Assigns for ever, to hold of the Chief Lord or Lords of the Fee, by the Customs, Rents and Services therefore due and of Right accustomed; which said Premises the said *G. D.* holds of the Lord of this Manor by Fealty, Suit of Court, and the yearly Rent of 2*s.* and at this Court he did Fealty to the Lord, &c.

Alienation of a Freehold by Indenture, and Admittance upon it.

Also the said Jurors say, That *H. D.* who was a Presentment Freeholder of this Manor, of two Messuages or Tenements, with the Appurtenances in *B.* within this Manor, by Fealty, Suit of Court, and the yearly Rent of 8*d.* died seised thereof, and by his last Will in Writing, bearing Date, &c. devised the said Messuages or Tenements, with the Appurtenances, to one *G. D.* his Son; To have and to hold the said Messuages or Tenements, with the Appurtenances, to the said *G. D.* the Son, his Heirs and Assigns for ever; Fealty. Therefore the Bailiff is commanded to distrain the said *G. D.* to pay a Relief to the Lord, and also to distrain him to do Fealty.

Of a Devisee of a Freehold, and an Order to the Bailiff to distrain for a Relief, and to cause the Devisee to appear and do Fealty.

At this Court the third Proclamation is made, that the next Heir of *A. R.* Widow, deceased, come here into Court to be admitted to the Moiety of two Messuages or Tenements, and eighteen Acres of Land, with the Appurtenances, which descend to him by the Death of the said *A. R.* but no one came, therefore *T. S.* Bailiff of the said Manor, is commanded to seise the said Premises into the Hands of the Lord of the said Manor.

Third Proclamation for the Heir to appear, and not appearing Order to the Bailiff to seise the Estate for the Use of the Lord.

At this Court, because *J. V.* came not to take one customary Tenement out of the Hands of the Lord, surrendered by *T. B.* to the Use of the said *J.* on the — Day, &c. therefore the third Proclamation is made; and upon this the Bailiff is commanded to seise

Third Proclamation for Surrendree to appear.

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seise the said Tenements, with the Appurtenances, into the Hands of the Lord.

The like after
another Man-
ner.

At this Court the third Proclamation was solemnly made, That *C. G.* to whom *T. D.* heretofore surrendered one Messuage, with the Appurtenances called *G.'s*, and 24 Acres of customary Land thereunto belonging, as appears by the Rolls of the Court of this Manor, held there on the first Day of, &c. last past, should come here into Court, to be admitted Tenant to the said Premises, with the Appurtenances, but the said *P.* altho' solemnly demanded, came not here at this Court, but made Default; therefore this his third Default is recorded; and upon this the Bailiff of this Manor is commanded to seise the said Tenements, with the Appurtenances, into the Hands of the Lord of this Manor, for want of a Tenant.

Third Procla-
mation for the
Heir to ap-
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Estate in
Mortgage.

At this Court the third Proclamation was made, That *J. W.* Son and Heir of *J. W.* deceased, late a customary Tenant of this Manor, should come here into Court and be admitted Tenant to 27 Acres of customary Land, with the Appurtenances, Part whereof is heriotable; and the said *J. W.* the Heir, came not, and his Default is recorded, &c. and because *T. B.* to whom the said 27 Acres of Land were mortgaged by the said *J. W.* the Father, in his Life-time paid to the Lord of this Manor the Fine due to him upon the Death of the said *J. W.* the Father, the Seizure of the said 27 Acres of Land are respited until the said *J. W.* the Son shall make Default in redeeming the said 27 Acres, &c.

Admittance
to a Tene-
ment mort-
gaged by the
Ancestor.

At this Court *J. W.* Son and Heir of *J. W.* humbly prayed to be admitted Tenant to twenty-seven Acres of Land, with the Appurtenances, whereof Part is heriotable, which were mortgaged by the said *J. W.* the Father, to one *T. B.* for the Sum of 100 *l.* which said Sum of 100 *l.* was paid to the said *T. B.* together with a Fine of 24 *l.* which the said *T.* heretofore paid to the Lord of this Manor, upon the Death of the said *J. W.* the Father; to whom the Lord by the Steward granted and delivered Seisin thereof by
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the Rod, To hold the said twenty-seven Acres of Land, with the Appurtenances, to the said *J. W.* the Son, his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And he gave no Fine to the Lord, because the Fine was paid before by the said *T. B.* and he is thereupon admitted Tenant. Afterwards in the Release of the same Court the said *T. B.* remised and released for him Mortgage. and his Heirs, to the said *J. W.* and his Heirs, all his Right, Title, Claim and Interest, of and in the said Tenements, with the Appurtenances, &c. Afterwards Guardian of the said *J. W.* being of the Age of sixteen Years, signed to the and not more, the Lord by his Assent committed the Heir. Custody as well of the Body as of the Land of the said *J. W.* to his Mother, till he shall arrive at the Age of twenty-one Years; and thereupon to render Account, &c.

At this Court *T. B.* although according to the Custom of the Manor three Times solemnly called to appear in Court, and be admitted Tenant to one customary Messuage, and sixteen Acres of Land, with the Appurtenances, called *W.* came not, but made Default: therefore his third Default upon the third Proclamation is recorded. And upon this *M. H.* Widow, comes here into Court, and humbly prays to be admitted Tenant of the Tenements aforesaid, with the Appurtenances, forfeited to her for Non-payment of 240*l.* of lawful Money of Great Britain, at a Day now past; to whom the Lord, by the Steward, granted and delivered Seisin thereof by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and she gave to the Lord for a Fine, &c. and is thereof admitted Tenant, and did Fealty, &c.

Whereas at a Court Baron held here on the ——— Death of a Day, &c. last past, it was found by the Homage, Copyholder, That *W. A.* the Elder, Gent. since the then last Court, and Admittance of the and before that Court, died seised of divers customary Lands next Tenant.

The Complete Court-Keeper: Or,

Lands and Tenements held of the said Manor, and that *C. M.* was next Heir of the said *W. M.* the Elder; and whereas at a Court Baron held here on the — Day, &c. also now last past, it was found by the Homage that the said *E. M.* since the then last Court, and before that Court, died seised of the said customary Lands among others; and that *M.* Wife of *J. K.* of, &c. Gent. Aunt of the said *E.* and only Daughter of the said *W. M.* was next Heir of the said *E.* now at this Court the said *M.* came and prayed to be admitted Tenant to all that customary Messuage or Tenement in *L.* aforesaid, commonly called or known by the Name of, &c. with the Yards, Gardens and Appurtenances thereunto belonging; and also all those several Fields, or Closes of Pasture and Meadow, called, &c. containing by Estimation 30 Acres, (either more or less) which descended to the said *M.* by the Death of the said *C.* and the Lord by his said Steward granted Seisin thereof by the Rod to the said *C. M.* To hold to her and her Heirs, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed; and she gave to the Lord for a Fine, &c. and is admitted Tenant, but her Fealty is respited, &c.

Death of a
Tenant, and
Admittance
of the next
Heir.

At this Court it is presented by the Homage, That *A. B.* late one of the customary Tenants of the said Manor, who held to him and his Heirs of the Lord of the said Manor, by Copy of the Rolls of the Court according to the Custom of the said Manor, one Cottage or Tenement, &c. with the Appurtenances, by the yearly Rent, &c. Suit of Court and other Services therefore due and of Right accustomed, died so seised; and that *A. B.* is his Son and Heir and of full Age, which said *A. B.* the Son present here in Court prays to be admitted Tenant of the said Premises, with the Appurtenances, to whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold all and singular the said Premises, with the

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the Appurtenances, to the said *A. B.* the Son, his Heirs and Assigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent, &c. Fealty, Suit of Court, and other Services therefore due and of Right accustomed; and he gave to the Lord for a Fine for such his Entry, did Fealty, and is thereupon admitted Tenant.

And that *W. D.* a customary Tenant of this Manor, ^{The like after} since the last Court died sole seised of and in one Te- ^{another Man-} nement inclosed, called *L.* containing by Estimation ^{ner.} five Acres lying in *F.* which the said *W. D.* lately took to him and his Heirs, on the Surrender of *J. S.* at the Court held here on the — Day, &c. and of and in five Acres of customary Land, with the Appurtenances, held of the said Manor called *B.* which, &c. and that *W. D.* his youngest Son is the next Heir of the said *W. D.* according to the Custom of this Manor, who now comes and prays, from the Grace of the Lord, to be admitted to the said Premises, with the Appurtenances, according to the Custom of the said Manor, and he is thereupon admitted Tenant, and Seisin thereof is granted to him by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Services and Customs and Rent for five Acres, &c. at, &c. by the Year, and for the other five Acres of the said Land, at the Rent, &c. by the Year, saving the Right, &c. and he gave to the Lord for a Fine, &c. did his Fealty, &c.

Whereas at the Court held for this Manor on the ^{Death of a} — Day, &c. *R. J. Gent.* was admitted Tenant ^{Tenant, and} to one customary Messuage or Tenement, with the ^{Admittance} Appurtenances, lying and being near *H.* together with ^{by Guardian.} the Orchards and Yards thereunto belonging, and also to one Parcel of customary Land, lying and being on the back Part of the said Messuage, containing by Estimation one Acre, and also to another Parcel of customary and heriotable Land called *B.* containing by Estimation three Acres, as by the Rolls of the Court of the said Manor more fully appears; and whereas at the

the last Court held for the said Manor, it was found and presented by the then Homage there, that the said *R. J.* was dead, and that he died seised of the said Messuage and Premises, and that *R. J.* was his Son and Heir and about the Age of three Years; now at this Court the said *R. J.* came in his proper Person, and by *S. J.* his Mother, prayed to be admitted Tenant of the said Messuage and Premises, and the Lord, by his said Steward, granted and delivered Seisin thereof to the said *R. J.* by the Rod; To have and to hold the said Messuage and Premises, with the Appurtenances to the said *R. J.* his Heirs and Assigns for ever, to hold of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and the said *R.* was thereupon admitted Tenant, and made Fine to the Lord for the Premises; but his Fealty is respited until, &c.

And afterwards, sitting the Court, as well the Custody of the Body of the said *R. J.* the Infant, as the Disposition of the said Messuage or Tenements and other the Premises, and the Rents and Profits thereof, was granted and committed to the said *S.* (Mother of the said *R.*) until, &c. and the said *S.* was thereupon admitted Guardian of the said *R.*

**Admission of
a Tenant.**

At this Court *J. C.* of, &c. in his proper Person, came and humbly prayed of the Lord to be admitted Tenant of one customary Messuage or Tenement, known by the Name of *W.* and to two Closes of customary Land, with the Appurtenances, containing by Estimation four Acres (either more or less) lately forfeited to him; and the Lord, by the Steward, thereupon granted and delivered Seisin by the Rod to the said *J. C.* To have and to hold to the said *J. C.* his Heirs and Assigns for ever, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine, &c. is thereupon admitted Tenant, and did Fealty, &c.

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At this Court came *S. B.* and present here in Court, A Surrender
surrendred, remised and released into the Hands of and Release
the Lord, according to the Custom of the said Ma- of Copyhold
nor, all that his Title, Estate, Possession, Interest, and Lands for
Demand, of and in all that Parcel of Land, Parcel of ever,
O. called the, &c. lying and being, &c. to the Use
and Behoof of *N.* his Brother (being in full and
peaceable Possession) and his Heirs and Assigns for ever,
so that neither the said *S.* nor his Heirs shall from
henceforth claim, challenge, or demand any Right,
Title, State, Claim, or Demand of, in, or to the said
Parcel of Land, but by the Inrolment of these Pre-
sents shall be from henceforth intirely excluded and
barred from all Action, Right, Title, Estate, Use,
Interest and Demand, to be had therein; and the said
N. for the Remise and Release of the said *S.* gave to the
Lord for a Fine, &c.

At this Court *A. B.* one of the customary Tenants A common
of the said Manor, came in his proper Person and sur- Surrender in
rendred into the Hands of the Lord, by the Hands Court, and
of the said Steward, according to the Custom of the Admittance
said Manor, one Messuage or Tenement, and ten Acres upon it.
of Pasture, with the Appurtenances in *A.* aforesaid
within the said Manor, to the Use and Behoof of *C.*
D. his Heirs and Assigns for ever, to whom the Lord,
by the said Steward, thereupon granted Seisin by the
Rod; To have and to hold to him and his Heirs of
the Lord by the Rod, at the Will of the Lord, accord-
ing to the Custom of the said Manor, by the Rents
and Services therefore due and of Right accustomed;
and he gave to the Lord for a Fine 40 s. for his En-
try therein to be had, did Fealty, and is admitted
Tenant.

At this Court *H. H.* Son and Heir of *W. H.* de- A Surrender
ceased, surrendred into the Hands of the Lord of the in Court to
said Manor, by the said Steward, all that, &c. to the several Uses,
Use of the said *H.* for the Term of his Life; and af- and Admit-
ter his Decease, to the Use of *W. H.* and his Heirs, tance upon it
lawfully begotten or to be begotten on the Body of *M.* accordingly.
his now Wife; and for Default of such Issue, to the
Use

The Complete Court-Keeper : Or,

Use of the right Heirs, &c. And thereupon at this same Court the said *H. H.* and *W. H.* came in their proper Persons, and prayed to be admitted Tenants : Whereupon the said Lord, by his said Steward, according to the Custom of the said Manor, granted to the said *H. H.* and *W. H.* the same Tenements, with the Appurtenances ; To have and to hold the said Tenements, with the Appurtenances, to the said *H.* for and during his natural Life ; and after his Decease to the said *W.* and his Heirs lawfully begotten or to be begotten on the Body of *M.* his now Wife ; and for Default of such Issue, to the Use of the right Heirs, &c. for ever, according to the Custom of the said Manor, by the Rents, Heriots, Suits of Court, Customs and Services therefore due and of Right accustomed : And so the said *H.* and *W.* are thereupon admitted Tenants, and gave to the Lord 4 *l.* for a Fine, for such their Entry so to be had thereupon ; and did Fealty to the Lord, &c.

A Surrender
in Court, and
Admittance
thereupon.

At this Court came *A. B.* Gent. a customary Tenant of this Manor, and present here in Court surrendered into the Hands of the Lord of the said Manor two Acres and a Half of Land, lying in two Parcels in *C.* whereof the one Part lies between, &c. the other Part, containing by Estimation Half an Acre, lies, &c. which said two Acres and an Half the said *A. B.* lately took in Court to him and his Heirs, on a Surrender thereof made by *J. W.* as at the Court held here on the ——— Day, &c. more fully appears ; To the Use and Behoof of *J. W.* and *R.* his Wife, and the Heirs of the said *J. W.* Which said *J. W.* and *R.* present here in Court, pray, from the Grace of the Lord, to be admitted to the said two Acres and a Half of Land, according to the Form and Effect of the said Surrender ; and they are thereupon admitted Tenants, and Seisin is thereupon granted to them ; To have and to hold to the said *J. W.* and *R.* and the Heirs of the said *J. W.* of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Services, &c. and Rent, &c. by the Year,
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saving the Right, &c. And the said *J. W.* gave to the Lord for a Fine, &c. and did Fealty to the Lord.

At this Court came *T. W.* and *M.* his Wife, and ^{A Surrender} present here in Court (the said *M.* being separately and ^{by a Man and} privately examined by the Steward of the said Court, ^{his Wife.} and consenting) surrendred into the Hands of the Lord, by the Hands of the said Steward, by the Rod, according to the Custom of the said Manor, all that customary Messuage or Tenement commonly called or known by the Name of, &c. with the Curtilage, and other Appurtenances thereunto belonging and appertaining, lying and being in *C.* aforesaid, To the Use and Behoof of *W. S.* of, &c. aforesaid, Baker, his Heirs and Assigns for ever. Which said *W.* comes here into Court, and prays to be admitted to the said Premises: To whom the Lord, by his said Steward, thereupon granted Seisin by the Rod; To have and to hold to him and his Heirs, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs thereupon due and of Right accustomed; and he gave a Fine to the Lord, did Fealty, and is thereupon admitted Tenant.

It is found by the Homage, That *L. M.* the Younger, out of Court, since the last Court, surrendred ^{A Special} Surrender out into the Hands of the Lord of the said Manor, by ^{of Court, and} the Hands of *N. O.* a customary Tenant of this Manor, in the Presence of *L. W.* and *P. R.* also customary Tenants of this Manor, all his customary Lands and Tenements, with the Appurtenances, which he held of the said Manor, To the Use and Behoof of *J. S.* the Elder, his Heirs and Assigns. And the said *J. S.* the Elder comes here into Court, and prays of the Lord to be admitted Tenant of all and singular the Premises, to wit, of one Parcel of Pasture, containing Half an Acre, more or less, with the Appurtenances, late Parcel of a customary Tenement, and eleven Acres of Land called *C.* in, &c. aforesaid, which the said *L. M.* the Younger, lately took, to

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him

him and his Heirs, after the Surrender made by one *S. F.* at the Court held for this Manor, on, &c. as by the Rolls of the said Court more fully appears : And he is thereupon admitted Tenant, and Seisin is thereupon delivered to him ; To hold to him, his Heirs and Assigns, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, &c. by the Services and Customs, &c. and the Rent, &c. by three Years, saving the Right, &c. And he gave to the Lord for a Fine, &c. and thereupon did Fealty, &c.

A Surrender of Lands to several Uses, in Consideration of Marriage.

It is also found by the Homage there, That *A. B.* who held to him and his Heirs of the Lord of this Manor, according to the Custom of the said Manor, one Messuage or Tenement, called, &c. in *A.* within the said Manor, since the last Court, and out of Court surrendered into the Hands of the Lord, by the Hands of *H. K.* and *J. W.* two customary Tenants of this Manor, according to the Custom of the said Manor, the said Messuage or Tenement, and other the Premises, with the Appurtenances, To the Use and Behoof of the said *A. B.* his Heirs and Assigns, until the Solemnization of a certain Marriage intended by Divine Permission to be shortly had and solemnized between *C. B.* Son and Heir apparent of the said *A. B.* and *A. C.* of *A.* aforesaid Spinster ; and from and immediately after the Solemnization of the said intended Marriage, to the Use and Behoof of the said *A. B.* for and during the Term of his natural Life ; and from and immediately after his Decease, then to the Use and Behoof of *S.* his Wife, for and during the Term of her natural Life ; and from and immediately after the Decease of the Survivor of them the said *A. B.* and *C.* his Wife, then to the Use and Behoof of the said *C. B.* for and during the Term of his natural Life ; and from and immediately after the Decease of the Survivor of them the said *A. B.* and *S.* his Wife, and *C. B.* then to the Use and Behoof of *A.* the intended Wife of the said *C. B.* for and during the Term of her natural Life ; and from and immediately after

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the Decease of the Survivor of them the said *A. B.* and *S.* his Wife, *C. B.* and *A.* his intended Wife, then to the Use and Behoof of the Heirs of the Body of the said *C. B.* on the Body of the said *A.* to be lawfully begotten; and for Default of such Issue, then to the Use and Behoof of the Heirs and Assigns of the said *C. B.* for ever; To hold of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor: Which said *A. B.* and *S.* his Wife died since the last Court. And now at this Court the said *C. B.* in his proper Person comes and prays to be admitted to the said Messuage or Tenement, and other the said Premises, with the Appurtenances: To whom the Lord, by his Steward, thereupon granted Seisin by the Rod; To have and to hold to the said *C. B.* and his Assigns for the Term of his natural Life; The Remainder thereof as above limited, and to hold of the Lord by the yearly Rent, &c. and other Services thereupon due and of Right accustomed: And he gave to the Lord for a Fine, &c. did Fealty, and is thereupon admitted Tenant.

At this Court it is presented by the Homage, That Death of a *R. B.* a customary Tenant of this Manor, died since Tenant, and the last Court sole seised of and in divers customary Admittance Lands and Tenements held of the said Manor in his of the next Demesne as of Fee, according to the Custom of the Heir, who said Manor, and that *N. B.* is the only Son and next agrees with Heir of the said *R. B.* according to the Custom of his Mother of the said Manor, and of the full Age of one and twenty for her Dow- Years and upwards; who being present here in Court er, and she prays to be admitted Tenant of all and singular the releases it to him. said Premises, to wit, of one Tenement, &c. held by the Rent of 5 s. and of one Close, &c. held by the yearly Rent, &c. at, &c. and Suit of Court; all which said Premises, with the Appurtenances, the said *R. B.* lately took in the Court of the said Manor, on the Surrender of *J. B.* the Younger, as at the Court held here on the ——— Day, &c. appears; and also of another Piece of customary Land, &c. containing, &c. which the said *R. B.* also here in the

Court of the said Manor, took to him and his Heirs, after a Surrender thereof made by the said *J. B.* as at the Court, &c. more plainly appears: Which said Pieces of Land are held of the Lord of the said Manor by the yearly Rent, &c. Suit of Court; and the said *N. B.* is thereupon admitted Tenant, and Seisin is given to him; To hold to him and his Heirs, at the Will of the Lord, by the Rod, according to the Custom of the said Manor, by the Service and yearly Rent aforesaid, saving the Right, &c. And he gave to the Lord for a Fine, &c. and did Fealty. And afterwards at this same Court the said *N. B.* and *E. Widow* and Relict of the said *R. B.* came and informed the Court, that they were agreed between themselves of and concerning the said *E.*'s Dower in the Premises, according to the Custom of the said Manor. Upon which the said *E.* present here in Court, remitted and released into the Hands of the Lord of the said Manor all her Dower, and Title of Dower, and Demand whatsoever thereunto belonging, according to the Custom of the said Manor, of and in all and singular the customary Lands and Premises held of the said Manor by the said *R. B.* her late Husband, To the Use and Behoof of the said *N. B.* his Heirs and Assigns for ever, he being in full and peaceable Possession thereof; so that the said *E.* from henceforth shall not claim, challenge, or demand any Dower, of, in, or to the said Premises, or any Parcel thereof, according to the Custom of the said Manor, but therefrom, and of and from all Actions and Demands and such Dower concerning the Premises shall be for ever precluded and barred by this present Inrolment; and for this Remise and Release the said *N. B.* has given to the said *E.* ——— of lawful Money of *Great Britain*: And he gave to the Lord for a Fine, &c. for the said Release.

A Surrender
and Release in
Consideration
of a Sum of
Money.

At this Court it is testified by the said Steward, and found and presented by the Homage, That on the ——— Day, &c. last past, *S. D.* a customary Tenant of this Manor, came before *A. B.* Esq. Steward by
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Patent of the said Manor, and out of Court, to wit, at, &c. situate in, &c. and in Consideration of 140*l.* of lawful Money of *Great Britain* to him in Hand paid, at or before the Execution of this Surrender and Release by *S. B.* of, &c. Widow, the Receipt whereof he thereby acknowledged, and thereof discharged the said *S. B.* her Heirs, Executors and Administrators for ever, he the said *S. D.* by the Rod, according to the Custom of the said Manor, surrendered, remised and released, and for ever quitted Claim unto the said *S. B.* all that customary Messuage or Tenement situate and being in, &c. within the said Manor, with all Yards, Barns and Curtilages thereunto belonging or appertaining; and also all those four several Closes of Pasture lying near the said Messuage, containing by Estimation eighteen Acres, more or less, commonly called or known by the Name of, &c. and now or late in the Tenure or Occupation of *N. T.* his Heirs or Assigns, together with all Commons, Profits, Commodities and Advantages thereunto belonging, and all the Estate, Right, Title, Interest, Use, Possession, Property, Claim and Demand whatsoever, of the said *S. D.* either in Law or Equity, of, in, and to the said Messuage or Tenements, Closes and Premises, with their Appurtenances; To hold to the said *S. B.* her Heirs and Assigns, to the Use of her, her Heirs and Assigns, according to the Custom of the said Manor, by the Rents, Customs and Services therefore due and of Right accustomed. Which said *S. B.* present here in Court, prays to be admitted to the said Premises: To whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold to her and her Heirs of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed: The Fine is remitted; she did Fealty, and is thereupon admitted Tenant.

A Surrender
by a Man and
his Wife, to
the Use of
two, to hold
by Moieties.

At this Court came *C. N.* and *A.* his Wife, and (the said *A.* being solely and secretly examined by the Steward, according to Custom) surrendred into the Hands of the Lord of the said Manor, by the Hands of his said Steward, according to the Custom of the said Manor, all the Right, Title, Estate, Claim, Interest and Demand of the said *C. N.* and *A.* which they or either of them ever had, now have or has, or by any Means whatsoever may hereafter have, of and in one Close of Land, containing by Estimation nine Acres, lying near, &c. with all the Appurtenances, To the Use and Behoof of *J. N.* the Younger, and *E.* Sister of the said *J.* now Wife of *J. C.* of, &c. and the Heirs of the said *J.* and *E.* for ever, which said *J.* and *E.* are now in full and peaceable Possession and Seisin of the said Close; To hold one Moiety of the said Close to the said *J. N.* and his Heirs, and to hold the other Moiety of the said Close to the said *E. C.* and her Heirs; which said *J.* and *E.* present here in Court, pray to be admitted to the said Premises; To whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To hold to them and their Heirs in Form aforesaid, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed; and they gave to the Lord for a Fine, &c. and the said *S. N.* did Fealty; but the Fealty of the said *E.* is respited, &c. and they are thereupon admitted Tenants.

A Surrender
upon Condi-
tion to pay a
Sum of Mo-
ney at a cer-
tain Day,
clear of
Taxes.

At this Court it is testified by the Steward, and found by the Homage, That on the tenth Day, &c. last past, *J. M.* one of the customary Tenants of this Manor, came before *S. C.* Esq; Steward by Patent of the said Manor, and out of Court (to wit) at, &c. surrendred into the Hands of the Lord of the said Manor by the Rod, according to the Custom of the said Manor, all those four Messuages or Tenements, with the Curtilages and Appurtenances thereunto belonging, situate, standing, and being in, &c. within the

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the Parish of C. and Manor aforesaid, To the Use and Behoof of R. H. of, &c. his Heirs and Assigns for ever: Upon Condition nevertheless, That if the said J. M. his Heirs, Executors, Administrators or Assigns, or any or either of them, should well and truly pay, or cause to be paid, unto the said R. H. his Executors, Administrators or Assigns, the full and just Sum of, &c. of lawful Money of Great Britain, at or upon the ——— Day, &c. which will be in the Year of our Lord, &c. at or in the now Dwelling-house of the said R. H. situate in, &c. without any Deduction or Abatement, for or in respect of any Tax, Assessment, Payment, or any other Matter or Thing whatsoever, that then the said Surrender should be void, otherwise to remain in full Force.

At this Court it is testified by the said Steward, and The like. found and presented by the Homage, That on the ——— Day, &c. last past, J. R. one of the customary Tenants of the said Manor, and A. his Wife, came before S. C. Esq; Steward by Patent of the said Manor, and out of Court, to wit, at the Chambers of the said Steward, situate in, &c. and (the said A. being first solely and secretly examined by the said Steward, according to the Custom of the said Manor) surrendered into the Hands of the Lord of the said Manor, by the Hands of his said Steward, by the Rod, all that customary Messuage or Tenement, and six Acres of Land thereunto belonging, (more or less) with all Barns, Stables, Out-houses, Orchards and Gardens thereunto belonging, together with the Curtilage, and all other Appurtenances, situate, lying and being, &c. and now in the Occupation of the said R. or his Under-tenants; and also all his other customary Messuages, Lands, Tenements and Herediments, with their Appurtenances, Parcel of the said Manor, to the Use and Behoof of J. H. youngest Son of, &c. late of, &c. deceased, and his Heirs and Assigns for ever: Provided always, and upon Condition nevertheless, That if the said J. R. and A. his Wife, or either of them, their or either of their Heirs, Ex-

ecutors, Administrators or Assigns, shall pay, or cause to be paid, to the said *J. H.* his Executors, Administrators or Assigns, the Sum of forty Pounds of lawful Money of *Great Britain*, without any Deduction for Taxes, or other publick Charges whatsoever, in Manner and Form following, to wit, twenty Pounds, part thereof on the twentieth Day of *September* then next ensuing, and the remaining twenty Pounds on the twentieth Day of *March*, which shall be in the Year of our Lord, &c. that then the said Surrender should be void and of no Effect, otherwise to remain in full Force and Virtue.

A Surrender
on Condition
to pay a Sum
of Money at
several Days.

At this Court it is found and presented by the said Homage, That *B. G.* one of the customary Tenants of this Manor, since the last Court, and before this Court, to wit, on the ——— Day, &c. last past, surrendred into the Hands of the Lord, by the Hands of *K. L.* and *C. T.* two customary Tenants of the said Manor, all that his Messuage or Tenement, with the Yards, Orchards, Gardens, Stables, and other Edifices and Buildings thereon erected and built, with the Appurtenances, situate and being in, &c. and called and known by the Name of *F.* and one Croft of Pasture called *D.* adjoining to certain Tenements now in the Occupation of *K. T.* or his Assigns, containing by Estimation one Acre, (more or less) with the Appurtenances, To the sole proper Use and Behoof of *B. T.* of, &c. his Heirs and Assigns for ever: Upon this Condition nevertheless, That if the said *B. G.* his Heirs, Executors, Administrators or Assigns, should pay, or cause to be paid, to the said *B. T.* his Executors, Administrators or Assigns, or either of them, yearly, during the Term of three Years, the several Sums of Money hereafter mentioned, at the Dwelling-house of the said *B. T.* situate in, &c. at the Days and in Manner following, to wit, on the eighth Day, &c. which will be in the Year of our Lord, &c. the Sum of thirty Pounds of lawful Money, &c. and also upon the ninth Day, &c. which will be in the Year of our Lord, &c. the like Sum of thirty Pounds of like

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lawful Money, and also on the tenth Day, &c. which will be in the Year of our Lord, &c. the Sum of thirty-one Pounds of like lawful Money; that then the said Surrender should be void, otherwise to remain in full Force.

Whereas at the Court Baron of *J. A. Esq;* Lord Presentment of the said Manor, held there on the ——— Day, of the Surrender of a &c. before *W. A. Esq;* Steward there, came *G. C.* a customary Tenant of the said Manor, in his proper Person, and in open Court surrendered into the Hands of the Lord of the said Manor, by the Hands of the said Steward, by the Rod, all that his Right, Title, and Reversion, of and in one customary Messuage or Tenement, and ten Acres of Land, called, &c. with all Barns, Stables, Edifices and Gardens, Orchards, and Appurtenances whatsoever thereunto belonging and appertaining, now in the Tenure of *J. C. Widow*, Mother of the said *G.* when it shall fall after the Death of the said *J.* to the Use and Behoof of *H. P.* his Heirs and Assigns for ever: Upon this Condition nevertheless, That if the said *G. C.* his Heirs, Executors, Administrators or Assigns, or any or either of them, shall pay, or cause to be paid to the said *H. P.* his Executors, Administrators or Assigns, 150*l.* 14*s.* 3*d.* of lawful Money of Great Britain, in Manner and Form following; to wit, 7*l.* 13*s.* 6*d.* thereof on the Third Day, &c. which will be in the Year of our Lord, &c. and the like Sum of 7*l.* 13*s.* 6*d.* Parcel thereof on the ——— Day, &c. and the Sum of 135*l.* 7*s.* 3*d.* Residue thereof, on the ——— Day, &c. which will be in the Year, &c. at the Dwelling-house of the said *H. P.* situate in, &c. that then the said Surrender should be void and of no Effect, otherwise to remain in full Force. Now at this Court the said *H. P.* came, and (for that the said Condition was not performed by the said *G. C.*) humbly prayed of the Lord to be admitted Tenant of the said Reversion of the said Tenements, with the Appurtenances: To whom the Lord, by the Steward, granted Seisin thereof by the Rod; To have and to hold the said Reversion

Reversion of the said Tenements, with the Appurtenances, to the said *H. P.* his Heirs and Assigns for ever, after the Death of the said *J. C.* at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine, &c. and is thereupon admitted Tenant, &c.

Recital of a Surrender to the Use of a Will, and Admittance and fresh Surrender, and Admittance upon the Conditions in the Will.

At this Court the said Homage upon their Oath present, That on the ninth Day, &c. last past, *J. C.* a customary Tenant of the said Manor, of one Messuage, &c. lying, &c. within the said Manor, out of Court surrendered into the Hands of the Lord of the said Manor by the Rod, according to the Custom of the said Manor, by the Hands of *F. C.* and *S. S.* customary Tenants of the said Manor, and sworn to take Surrenders in case of Extremity only, all that his customary Messuage or Tenement, with the Appurtenances thereunto belonging, situate, lying, and being, &c. known by the Name, &c. then in the Tenure or Occupation of *T. N.* To the Use and Behoof of his last Will in Writing under his Hand and Seal, and to the Uses declared in the same; and that the said *J. C.* after the making the said Surrender, died seised. Now at this Court came *A. C.* Widow, Mother of the said *J. C.* and brought here into Court the last Will and Testament of the said *J. C.* duly made, and proved in Court, &c. bearing Date, &c. the Tenure whereof, as to the said Messuage or Tenement, with the Appurtenances, follows in these Words, to wit; *Whereas I have surrendered into the Hands of the Lord of the Manor of, &c. by the Hands of, &c. two customary Tenants of the said Manor, all that my customary Tenement in, &c. with the Appurtenances, to the Use and Behoof of my last Will and Testament: Now therefore my Will and Meaning is, and I do hereby give, devise and bequeath the said Tenements, with the Appurtenances, lying, &c. aforesaid, to my loving Mother A. C. for and during her natural Life; and after her Death I do give and devise the same to my Kinsman J. C. Son of J. C. of, &c. and his Heirs for ever; upon this Condition, That he pay*

unto

unto his Brother T. five Pounds, and to his Brother M. five Pounds, &c. to be paid to them or their Heirs within one Year next after the Decease of my said Mother A. C. And upon this the said A. C. prays to be admitted to the said Premises, according to the Form and Effect of the said Will, for Term of her Life: To whom the Lord, by his said Steward, granted Seisin thereof by the Rod: To have and to hold to her and her Assigns, for Term of her Life; then to remain in Form aforesaid, to be held of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed; and she gave to the Lord for a Fine, &c. did Fealty, and is thereupon admitted Tenant. And afterwards, sitting the Court, the said A. C. surrendered into the Hands of the Lord, by the Hands of his said Steward, by the Rod, according to the Custom of the said Manor, all that Messuage or Tenement aforesaid, with the Appurtenances, called or known by the Name, &c. and all her Estate, Right, Title and Interest, of, in and to the same, to the Use and Behoof of the said J. C. Son of J. C. his Heirs and Assigns for ever: To which said J. C. the Son, here in full Court, the Lord, by his said Steward, granted Seisin thereof by the Rod; To have to him and his Heirs, upon the Conditions in the last Will and Testament of the said J. C. deceased, mentioned and contained; To hold of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed; and he gave a Fine to the Lord, did Fealty, and is thereupon admitted Tenant.

Whereas at the Court held here for the said Manor, A Surrender on the ——— Day, &c. T. B. of, &c. a customary Tenant of the said Manor, in full and open Court surrendered by the Rod, into the Hands of the Lord of the said Manor, according to the Custom of the said Manor, one Field, called, &c. one, &c. with all and singular the Appurtenances, which said Premises are

A Surrender to Uses, with Remainders, as he should limit by Will, and Admittance upon it after the Death of the Testator.

are situate, lying, and being at, &c. To the Use and Behoof of the said *T. B.* and *L.* his Wife, during the Term of their Lives, and of the Life of the longer Liver of them; and after the Decease of the Survivor then to the Use and Behoof of such Person or Persons, and for such Estate or Estates, as the said *T. B.* by his last Will and Testament shall limit and appoint; and for Default of such Testament, then to the Use of the right Heirs of the said *T. B.* for ever: And that the said *T. B.* made his last Will and Testament in Writing, now brought here into Court, bearing Date, &c. the Tenor whereof is in the Words following, to wit; *I will and devise all my Copyhold Lands, lying in the Parish of, &c. aforesaid, unto my Daughte A. and her Heirs lawfully begotten, and to be begotten.* And now at this Court the said Homage upon their Oath present, That the said *T. B.* and his Wife are dead; and the said *A. B.* present here in Court, prays to be admitted Tenant of the said Premises: To whom the Lord, by his Steward, granted Seisin thereof by the Rod; To have and to hold the said Premises, with the Appurtenances, to the said *A. B.* according to the Form and Effect of the said Surrender and Will of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent, &c. Fealty, Suit of Court, and other Services therefore due and of Right accustomed: And for such her Entry she gave to the Lord for a Fine, as appears, &c. and did Fealty, and is thereupon admitted Tenant.

A Surrender to divers Persons to several Uses, with Remainders over.

At this Court it is testified by the said *T. P.* Steward there, That on the ——— Day, &c. *T. J.* came in his proper Person before the said Steward, and surrendered into the Hands of the Lord, by the Hands of the said Steward, out of Court, in the Presence of *L. D. C. K.* and *J. T.* according to the Custom of the said Manor, the Reversion of one Messuage or Tenement, and sixteen Acres of Meadow, &c. and the Reversion, &c. with the Appurtenances in, &c. within the said Manor, To the Use and Behoof of *D. T.* and

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and *K.* his Wife, and the Heirs of the Body of the said *D.* lawfully begotten, after the Death of one *A.* now Wife of *H. J.* and for Default of such Issue of the Body of the said *D. T.* lawfully begotten, then to remain to the said *K.* Wife of the said *D. T.* and the Heirs of the Body of the said *K.* lawfully begotten; and for Default of such Issue, then to remain to the said *H. J.* and the Heirs of his Body lawfully begotten; and for Default of such Issue, then to remain to the said *A.* Wife of the said *H. J.* and the Heirs of the Body of the said *A.* lawfully begotten; and for Default of such Issue, then to remain to *R. S.* and his Heirs for ever: To which *D. T.* and *K.* his Wife, the Lord, by his said Steward, at this Court, granted Seisin thereof by the Rod; To have and to hold the said Messuages, and other the said Premises, with the Appurtenances, in Reversion, according to the Custom of the said Manor; and after the Death of the said *A.* Wife of the said *H. J.* to the said *D.* and *K.* his Wife, and the Heirs of the Body of the said *D.* lawfully begotten; and for Default of such Issue, then to remain to the said *K.* Wife of the said *D.* and the Heirs of the Body of the said *K.* lawfully begotten; and for Default of such Issue, then to remain to the said *H. J.* and the Heirs of his Body lawfully begotten; and for Default of such Issue, then to remain to the said *A.* Wife of the said *H. J.* and the Heirs of the Body of the said *A.* lawfully begotten; and for Default of such Issue, then to remain to the said *R. S.* and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And the said *D.* and *K.* his Wife give to the Lord for a Fine for such their Estate to be therein had, 10*s.* and they are thereupon admitted Tenants in Manner and Form aforesaid, &c. And the said Lord acknowledged himself to be satisfied by the said *D.* and *K.* his Wife, for the said Fine thereupon had for the Messuage and other the said Premises, with the Appurtenances, when the same, after the Death of
the

the said *A.* Wife of the said *H. J.* shall come to their Hands. And afterwards in this Court came *F. J.* in his proper Person, and here in full Court surrendred into the Hands of the Lord all his Right, Title, Claim and Interest, of, in, and to all the said Messuages, and other the Premisses, with the Appurtenances, to the Uses aforesaid; and also remised and released, and for him and his Heirs quit-claimed, to the said *J. H.* and *A.* his Wife, all his Right, Title, Claim, Interest and Demand, which the said *T. J.* ever had in or to the said Messuages, and other the said Premisses, with the Appurtenances; To have and to hold all and singular the said Messuages, and other the said Premisses, with the Appurtenances, to the said *H. J.* and *A.* his Wife, for Term of the Life of the said *A.* and after the Decease of the said *A.* the Remainder of all the said Lands and Tenements, with the Appurtenances, to the said *D. T.* and *K.* his Wife, and the Heirs of the Body of the said *D.* lawfully begotten; and for Default of such Issue, then to remain to the said *K. &c.* and for Default of such Issue, then to remain to the said *R. S.* and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor, &c.

After an
Abatement
and Intrusion
of the Lord
seizeth the
Land, and
granteth it to
the Abator
for Life, with
Remainders
over.

It is found by the Homage, That one *O. B.* deceased, held of the Lord of this Manor at the Time of his Death, to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, one Messuage, &c. with the Appurtenances, within the said Manor; and that the said *O.* died seised of such Estate, by the Space of six Years now last past and more; and that one *H. R.* in Right of his Wife, formerly Wife of *L. B.* Son of the said *O. B.* immediately after the Decease of the said *O. B.* into the said Messuage, &c. and other the said Premisses, with the Appurtenances, abated, entred and intruded upon the Possession of the Lord of the said Manor, in Disherison of the Lord of the said Manor and his Heirs, and against the Custom of his said Manor used and approved of in the same from the Time to the contrary whereof the Memory of Man is not; and the Issues and Pro-

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fits thereof, from the Time of the Death of the said *O. B.* to their own proper Use, have hitherto had and received, not taking the said Messuage, &c. and other the said Premises, with the Appurtenances, from the Hands of the Lord of the said Manor; neither did he make any Fine to the Lord for the same according to the Custom of the said Manor: And so the said *R.* has held and enjoyed the said Messuage, &c. by the said Space of six Years and more, contrary to the Custom of the said Manor; therefore the Bailiff of the said Manor is commanded to seise into the Hands of the said Lord the said Messuage, &c. and other the said Premises, with the Appurtenances, until, &c. And the Lord now having Seisin thereof, at the humble Petition of the said *H. R.* of his special Grace, at this Court granted out of his Hands the said Messuage, &c. to the said *H. R.* and *A.* his Wife, for the Term of the Life of the said *A.* and Seisin is delivered to them by the Rod; To have and to hold the said Messuage, &c. to the said *H.* and *A.* for the Term of the Life of the said *A.* at the Will of the Lord, according to the Custom of the said Manor; and after the Decease of the said *A.* then to remain to *D. T.* and *K.* his Wife, Grand-daughter and next Heir to the said *O. B.* to wit, Daughter of *L. B.* Son of *O. B.* and the Heirs of the Body of the said *D. T.* lawfully begotten; and for Default of such Issue, then to remain to the said *K.* &c. To hold of the Lord at the Will of the Lord, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed: And as well the said *H. R.* and *A.* his Wife, as the said *D. T.* and *K.* his Wife, give to the Lord for a Fine for such their Entry to be had of and in the Premises, &c. did Fealty to the Lord, and are thereupon admitted Tenants in Manner and Form aforesaid, &c.

Whereas at the Court Baron held for this Manor on the ——— Day, &c. it was presented by the Homage there, That *A. B.* a customary Tenant of this Manor was dead, and died seised of one customary Messuage, &c. Land.

Seizure after
the third Pro-
clamation,
the Heir not
appearing to
take the
&c. Land.

The Complete Court-Keeper : Or,

Ec. and that *R. B.* is his Son and Heir and of full Age, to wit, of the Age of 21 Years and more ; but because he came not to be admitted to the said Messuage or Tenement, with the Appurtenances thereunto belonging ; therefore the first Proclamation was made, that he should come into Court for that Purpose, otherwise they would be seised into the Hands of the Lord for want of a Tenant ; and also whereas at the Court held here on the ——— Day, *Ec.* the second Proclamation was made to the same Purpose, *Ec.* and whereas also at another Court held here on the ——— Day, *Ec.* the third Proclamation was made against the said *R. B.* that he should come into Court for the Purpose aforesaid, or otherwise the said Premises would be seised into the Hands of the Lord for want of a Tenant ; and because neither the said *R. B.* nor any other Person having Right to the said Premises, came at the said last Court, therefore *J. G.* Bailiff of this Manor and an Officer of this Court, was commanded to enter into the said Messuage or Tenement, with the Appurtenances, and to seise the same into the Hands of the Lord for want of a Tenant ; now at this Court the said *J. G.* came here into Court, sitting the Court, and said that he had entered into the said Messuage, with the Appurtenances, and seised the said Premises into the Hands of the Lord, as he was commanded, and immediately *J. S.* Gent. came here into Court, and informed the Lord of this Manor, that the said *A. B.* was admitted to the said Premises, with the Appurtenances, upon Trust and for the sole Use of the said *J. S.* Upon which the Lord of this Manor, of his mere Motion and special Grace, and at the Prayer of the said *J. S.* gave and granted to the said *J. S.* the said Messuage or Tenement, with the Appurtenances ; To have and to hold to him and his Heirs, according to the Custom of the said Manor. Which said *J. S.* present here in Court, prayed of the Lord to be admitted Tenant to the said Messuage, with the Appurtenances : To whom the Lord, by his said

An Infant
can commit
hoForfeiture,
but the Lord
may chuse a
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saïd Steward granted Seisin thereof by the Rod ; To have and to hold the saïd Messuage, with the Appurtenances, to him the saïd J. S. his Heirs and Assigns for ever, of the Lord, at the Will of the Lord, according to the Custom of the saïd Manor, by the yearly Rent, &c. Fealty, Suit of Court, and other Services therefore due and of Right accustomed ; and is thereupon admitted Tenant.

R

A private

A private Court Baron, held on Purpose to take a Surrender, and make Admittance, or to grant an Estate, &c.

Manor } *The special Court Baron of William A. Esq; held there on the — Day of — in the Year of our Lord — and in the — Year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith. &c. Before G. J. Gent. Steward there.*

Homage.

John S. }
William M. } Sworn.
Thomas B. }

A Surrender and Admittance.

AT this Court came C. L. a customary Tenant of this Manor, in his proper Person, and surrendered into the Hands of the Lord, by the Hands of his said Steward, according to the Custom of the said Manor, one Messuage or Tenement, &c. within the said Manor, to the Use and Behoof of J. C. his Heirs and Assigns for ever. To whom the Lord, by his said Steward, granted Seisin thereof by the Rod; To have and to hold to him and his Heirs, of the Lord,

Lord, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed : And he gave to the Lord for a Fine, for his Entry so to be had, 50s. did Fealty, and is thereupon admitted Tenant.

Now I have done with all the ordinary Proceedings of the Court Leet and Court Baron ; I proceed to the extraordinary Business of the Court Baron, relating to prosecuting of Actions. These Courts, although they have generally a Power to determine all Causes within their Jurisdictions under Forty Shillings, where the Freehold is not concerned, yet they do but seldom exercise that Authority, unless it be in some few particular Places, by reason these Courts are at this Time commonly held but twice a Year, no oftener than the Leet, and usually with it, when it was first intended that they should be held every three Weeks : However, I have gathered together Informations and Precedents sufficient to inform the Steward how to proceed in those Matters, when any such happen to fall in his Way.

The Manner of keeping the Court Baron for trying of Actions, the Nature and Kinds of Actions, and of Pleadings: And Precedents of Declarations, Pleadings, and of Process from the Precept or Original to the Distress or Execution: With Pleas and Recoveries concerning Copyhold Lands, &c.

The Manner of keeping this Court.

Manor } *The Court Baron of A. B. Esq;*
 of A. } *Lord of the said Manor, held*
 there on the first Day of May,
 &c. before C. D. Steward of
 the Court of the said Manor.

AFTER the Stile of the Court is thus entered, command the Bailiff to make Proclamation, and say:

“ All manner of Persons that have been summoned
 “ to appear here this Day, or have any Thing to do
 “ at this Court, draw near, and give your Attendance.”

Then

Then let the Bailiff make Proclamation again, and say, "If any Man will enter any Plaint, let him come forth, and he shall be heard.

If any come, enter the Plaints after the following Manner :

A. B. complains of C. D. of a Plea of Debt, 39 s. 11 d.

Or,

A. B. complains of C. D. of a Plea of Trespass on the Case, to his Damage of 39 s. &c.

Then call the Plaintiff thus :

"A. B. appear, or thou losest thy Plaint." Three Times.

If he appear by his Attorney, then enter the Warrant of Attorney, viz. the two first Letters of his Name over the Name of the Plaintiff.

Then call the Defendant.

"C. D. appear, and answer A. B. in an Action of Debt (or as the Case is) or thou forfeitest thy Goods distrained, and further Procefs will be awarded against thee.

If he appear, then enter his Appearance.

The Plaintiff hath Time to declare until the next Court-day after the Defendant's Appearance; and the Defendant imparls until the next Court-day after.

When the Defendant hath put in his Answer, if the Plaintiff join Issue, they may proceed to Trial the next Court-day, if they proceed not further by Replication, Rejoinder, Sur-rejoinder, Rebutter, Sur-rebutter.

The Complete Court-Keeper : Or,

If they be at Issue, send out a *Venire fac'* to summon the Jury.

Then enter on the Head of the Panel thus: *Jurors between A. B. Plaintiff, and C. D. Defendant in a Plea of Debt.*

When they are brought to the Bar, bid the Bailiff make Proclamation, and say;

“ You good Men that be impanelled to try the
“ Issue between *A. B. Plaintiff, and C. D. Defen-*
“ *dant, answer to your Names, every Man upon*
“ *the first Call, upon Pain and Peril that shall fall*
“ *thereon.*

If Twelve appear, then swear them One by One after this Manner :

“ You shall well and truly try this Issue joined be-
“ tween the Parties, according to your Evidence.

So help you God.

And as they are sworn, enter by every Man's Name, *Sw. i. e. Sworn.*

Being all sworn, bid them stand together to hear the Evidence.

Then swear the Witnesses.

“ The Evidence that you shall give to this Inquest
“ touching the Matter in Variance, shall be the
“ Truth, the whole Truth, and nothing but the
“ Truth.

So help you God.

Then let the Jury depart to agree upon their Verdict.

At their Return let the Bailiff call every one by their Names.

Then

Then ask them, "If they are all agreed on their
" Verdict? To which the Jury reply, *Yes*.

" Who shall say for you?

Jury. *The Foreman*.

Then call the Plaintiff: "*A. B.* appear, or thou
" losest thy Plaint;" three Times; Then upon the
Plaintiff's Appearance ask the Jury.

" Whether they do find for the Plaintiff, or for
" the Defendant?

Jury. *For the Plaintiff*.

" What Damages do you assess?

Jury. *Thirty-five Shillings*.

" Harken to your Verdict: You say you find for
" the Plaintiff, and assess Damages 35*s.* and Costs of
" Suit 12*d.* So you say all?

Jury. *Yes*.

Then bid the Plaintiff pay the Jury.

If the Verdict find Matter incertainly, it is insuf-
ficient, and no Judgment ought to be given there-
upon; as if an Executor plead *Plene administravit*, and
Issue is joined thereupon, and the Jury find that the
Defendant hath Goods in his Hands to be administred,
but find not of what Value: This is incertain, and
therefore insufficient.

A Verdict that findeth Part of the Issue, and findeth
nothing for the Residue, is insufficient for the Whole,
because they have not tried the whole Issue wherewith
they were charged; but if the Jury give a Verdict
of the whole Issue, and of more, that which is more,
is Surplusage, and shall not stay Judgment.

The Court being ended, adjourn the Court to an-
other Day to be kept, commanding the Bailiff to make
Proclamation, *O yes, &c.* and say,

" All manner of Persons, that have any more to
" do at this Court, let them come forth, and they
" shall be heard; otherwise they, and every one else
" may depart hence for this Time, and keep their

The Complete Court-Keeper : Or,

“ Hour here on ——— Day, &c. the fourth Day of,
 “ &c. by Ten of the Clock in the Forenoon.

Now the Court being done, and the Defendant condemned by Verdict, then Judgment being entred, a *Fieri facias* shall be awarded to make Levy of the Defendant's Goods ; and thereupon his Goods shall be taken by Virtue thereof, and may be appraised and sold to satisfy the Plaintiff: And in case the Defendant hath no Goods whereupon Levy may be made, then the Plaintiff hath no Remedy in this Court ; for it being no Court of Record, no *Capias* lies there : But an Action may be brought at common law upon the Judgment entred.

Of the Proceedings in this Court.

THE Plaintiff is first to take out a Summons returnable at the next Court, and then to appear by his Attorney ; and if the Defendant do not appear, an Attachment, or *Disfringas*, is to be made out upon Request.

And the first Thing the Defendant in any Action is to do, is to appear in Person, or by an Attorney in the Court, to answer the Action, and defend the Suit.

At the next Court-day after Process executed, and the Defendant's Appearance, the Plaintiff is to file his Declaration, and shew his Cause of Action, or Matter of Complaint ; and in what Manner the Action grew between the Parties, and at what Time and Place the Wrong was done, and shew the Damage he hath sustained by the Wrong done unto him, which upon the Plaint is under 40s. Let the Attornies be diligent in taking right and full Instructions from their Clients, and inform themselves of every Thing which is materially incident to the Case, that so they may know what Manner of Action is most proper to be brought on their Clients Behalf. And Note, That in
 good

good Pleadings the Law requires four Things, viz: Verity, Certainty, Order, Congruity: and in some Cases Manner and Form.

If an Action be brought before there is any Cause of Action, the Defendant may plead in Abatement; but if a Trespass was done the fourth Day of May, and the Plaintiff declareth the same to be done the Fifth or First Day of May, when no Trespass was committed; yet if upon Evidence it falleth out that the Trespass was done before the Action brought, it sufficeth. 19 H. 6. 47. 5 Ed. 4. 5. 21 Ed. 4. 66. And Littleton saith, That the Jury may find the Defendant guilty at another Day than the Plaintiff supposeth; for the Law of England respecteth more the Effect and Substance of the Matter, than every Nicety of Form and Circumstance.

Note, That in Actions for Debt upon *Emisset* for Wares, for Money, or other Things lent, upon an *Insimul computassent*, Action of Trespass, Battery, or upon the Case, &c. you are not tied to lay the certain Day, but you may lay it at any Time after the Cause of Action accrued.

If an Action of the Case be brought upon an *Assumpsit*, the Plaintiff must declare upon the whole Promise made, and not upon Part of it, else the Declaration is not good. Mich. 22 Car. B. R.

If there be Words in a Declaration which have no Signification, or Words superfluous, the Words shall be adjudged to be void Words, and shall not hurt the Declaration; but the Declaration shall be taken as if these Words were left out of it, *Superflua non nocent*. Hill. 23 Car. B. R. Pasch. 24 Car. B. R.

If the Plaintiff do alter his Declaration, the Defendant may alter his Plea; for by the Amendment of it, it may be so altered in Matter, that it may require a different Answer from what was formerly pleaded: And in that Case, if he should not amend his Plea, he might

might be tricked for want of a good Plea. *Pract. Reg. fol. 235.*

If after Process executed, the Defendant doth appear, and the next Court after gives a Rule to declare, and the Plaintiff doth not file his Declaration within the Time; then upon such Default the Plaintiff is non-suited; and the Defendant may have his Costs to be taxed; for which taxing there is nothing due to the Steward, but he receives two Shillings for entering the Judgment, and two more for the Execution.

In every Case where the Plaintiff may have Costs against the Defendant, there, if the Plaintiff be non-suited, or a Verdict pass against him, the Defendant shall have his Costs; as in Trespass, Debt, Covenant by Specialty, or upon Contract, Actions upon the Case, or upon the Statute for personal Wrongs: Administrators or Executors shall not pay any Costs either upon Nonsuit or Verdict, because their Actions are brought upon Debts or Contracts not made between them and the Defendants. But if they bring Actions for Things done to themselves, as for taking away of Goods from them, &c. and they be nonsuit, or Verdict pass against them, in this Case they shall pay Costs.

After the Plaintiff hath appeared, and Declaration filed, upon the Appearance of the Defendant, Imparlance is to be entred. Imparlance is, when the Defendant being to answer the Suit or Action of the Plaintiff, desireth some Time of Respite to advise himself the better what he shall answer, being nothing else but a Continuance of the Cause till a further Day.

Continuance is after a Suit is begun, and the Plaintiff hath declared. He must continue his Suit from Court-day to Court-day, or else the adverse Party may take Advantage of it: And this is called *Continuance*, being but only a Proroguing of a Suit from Time to Time, to keep it in Being; and it is by the Act or Order of the Court, and sometimes by the Agreement of the Attornies of both Parties.

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The Rule, or *Dies datus*, is when further Day is given to the Plaintiff to put in his Declaration, or to the Defendant to put in his Answer : The Time is usually the next Court-day, and if Occasion, a Rule for Fourteen Days more.

The next Court after the Filing the Declaration, and Imparlance given, the Defendant is to put in his Answer, which he pleadeth, and saith in Bar, to avoid the Action of the Plaintiff, either by Confessing and Avoidance, or Traversing and denying the material Parts thereof : It must be legal, full, and perfect ; for a bad or insufficient Plea is in Law no Plea.

If Issue be not joined upon the Answer, then the Plaintiff is to file the Replication to the Answer of the Defendant, which must affirm and pursue his Declaration.

Then the Defendant must put in his Rejoinder to the Plaintiff's Replication, which must pursue and confirm his Answer ; for every Rejoinder ought to have these two Properties specially, that is, it ought to follow and enforce the Matter of the Bar, and also to be a sufficient Answer to the Replication.

If the Parties be not at Issue by reason of some new Matter disclosed in the Defendant's Rejoinder, if there be Cause, the Plaintiff may sur-rejoin to the said Rejoinder ; but it falleth out very seldom. The Sur-rejoinder is a second Defence of the Plaintiff's Declaration, opposite to the Defendant's Rejoinder.

Whensoever the Counsel of the Parties are of Opinion, that the Declaration or Plea of the adverse Party is insufficient in Law, then he demurreth or abideth in Law, and referreth the same to the Judgment of the Court. Now there is no Demurrer in Law, but when it is joined ; and therefore when a Demurrer is offered by the one Party, as is aforesaid, the adverse Party joineth with him ; and thereupon the Demurrer is said to be joined, and then the Cause is by the Counsel of both Sides argued in open Court.

When the Declaration, Answer, Replication, &c. are defective in respect of some Circumstance of Time

or

or Place, it may be remedied by Consent of the Court or Parties, or by Motion to the Steward.

Non sum informatus is a formal Answer of Course made by an Attorney; whereby he is deemed to leave his Client undefended, and Judgment passeth for the adverse Party.

Nil dicit is a Failing to put in an Answer to the Plaintiff's Declaration by the Day assigned; which if the Defendant do, Judgment shall pass against him, because he saith nothing to the contrary.

*The Nature and Kinds of Actions,
and of Pleadings, &c.*

ACTIONS in
general.

ACTIONS are commonly divided into Five Parts, or Particulars, viz. Action Personal, Action Real, Action Mixed, Action Civil, Action Penal. A Personal Action is that which one Man may have against another, by reason of any Contract for Money or Goods, or for any Offence done by him, or some other for whose Fact he is answerable. A Real Action is that whereby a Demandant claims Title to have a Freehold in any Lands or Tenements, Rents or Commons in Fee-simple, Fee-tail, or for Life. Action Mixed is that which lieth as well against or for the Thing which we seek, as against the Person that hath it, and is called mixed, as a Respect both to the Thing and the Person; and this Action seeks both the Thing whereof we are deprived, and a Satisfaction for the unjust Detention. Action Civil is that which tends only to the Recovery of that which by reason of any Contract or other like Cause is due to us; as if a Man by Action seek to recover a Sum of Money formerly lent. Action Penal aims at some Penalty or Punishment in the Party sued, be it corporal or pecuniary.

Action

Action of Debt lies where any Sum of Money is due Particular
to a Man by reason of Account, Bargain, Contract, Actions, and
Obligation, or other Specialty, to be paid at a certain first Debt.
Day, which is not paid.

And although there is a Limitation of Time for
demanding and recovering of Book-debts, &c. yet
there is no Limitation in Case of Specialties, as Bonds,
&c.

Whilst an Account is current, there lies only an
Action of Account; but when it is stated under Hand,
and the Ballance agreed, then it turns to an Action of
Debt for the Ballance.

Husband shall be charged with the Debts of his
Wife only during her Life.

If a Man die without receiving a Debt due to his
Wife, the Wife shall have the Action, and not his
Executors.

If a Man make another his General Receiver, who
receiveth Money, and maketh an Acquittance, and
payeth not his Master, yet that Payment dischargeth
the Debtor.

An Acquittance is a good Bar if nothing be paid.

Payment on a single Obligation or Bill, requires
Acquittance to be a Bar; but in Obligations with
Conditions, no Acquittance is necessary.

No Copy of a Deed or Will may be produced in
Court as Evidence, only Originals.

Where a Man pleads any Deed, he must offer it
in Court; and the other Party may refuse to plead,
until he has a Copy of it.

The first Grant and last Will stands in Force.

Payment of Principal and Interest due upon a Bond
is a good Discharge and Bar, though it be not done
exactly at the Time limited; and shall be deemed a full
Satisfaction and Performance, if such Principal and
Interest be brought into Court.

An Heir has no Benefit of Money lent on Mort-
gage, &c. by his Ancestor, unless the Word *Heirs* be
contained in it; for as an Heir is not obliged to pay
Money of his Ancestor's, unless he be particularly
named,

The Complete Court-Keeper : Or,

named, so he cannot receive Money, unless he be named also.

A Statute, Judgment, or Recognizance, may have present Execution taken out, without further Suit, as a present Duty; which a Bond, or other Thing not recorded, cannot.

Where Lessee for Years holds over his Term, or takes a new Term, the Lessor may not distrain his Cattle for Rent due before his first Term was expired; but he may bring an Action of Debt upon Covenant.

A Man ought not to take more than *5 l. per Cent.* for Money lent; if he does, it is Usury and Extortion, and he forfeits treble the Value.

Interest for Money, without mentioning for what, shall be intended *5 l. per Cent. per Annum.*

On Contract or Bargain, a Man may keep his Goods, until he has his Money, but no longer; and if you agree to give me so much for a Thing, and do not give it me presently, I may avoid the Bargain, and sell it to another.

The Husband shall not be charged for the Contract of his Wife, unless he giveth her Authority to do it.

And a Man shall be charged in Debt for the Contract of his Bailiff, Servant, or Wife, where he giveth Authority unto any such to buy or sell for him.

Goods sold by a Servant are in Law supposed to be bought of the Master, and he may bring his Action.

For Felony, Battery, Money received or borrowed by Servant, the Master is not answerable, unless it was done by his Command.

No Action shall be brought to charge any Executor or Administrator upon any special Promise to answer Damages out of his own Estate, or to charge the Defendant upon any special Promise to answer the Debt of another Person, or to charge any Person upon any Agreement made upon Consideration of Marriage, or upon Contract or Sale of Lands, or Interest therein, or upon any Agreement not to be performed with-

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in a Year; unless such Agreement, or some *Memo-randum* thereof, be in Writing, and signed by the Party charged, or some other Person by him authorized, *per Stat. 29 Car. 2.*

Nor Contract for Sale of Goods to the Value of Ten Pounds or upwards, without accepting of the Goods sold, giving something in Earnest, or some Writing signed by the Parties or their Agents lawfully authorized.

If Executors bring an Action, it must be in all their Names, although some of them refuse the Office; but an Action must be brought against him that does administer only.

Executors must pay all Debts before Legacies, in the Order following: He may pay his own Debts first, then Debts to the King; Debts on Record by Judgment, Statute, or Recognizance, entered into by the Deceased; Debts due by Obligations, Penal Bills, Rents of Leases, Servants and Workmens Wages, Debts on Shop-books, and Verbal Contracts: And if the Executor pays any of these last before the former, he is liable to all although it be out of his own Estate, for Want of Assets; but if there be enough left to pay all the Debts, he may do it in what Order he pleases.

In an Action of Debt, the Jury may find Part paid against the Plaintiff, and Part unpaid against the Defendant.

If the Court do believe that the Jury have given Verdict against the Evidence, they may order a new Trial to be, on paying Costs.

The Oath of the Plaintiff will be taken before the Oath of the Defendant, if there be Oath for Oath.

Where the Plaintiff will not try his Cause in due Time, the Defendant may try it by Proviso, and be freed from the same, giving the Plaintiff Notice.

An Infant must sue by *Prochein Amy*, and defend himself by Guardian.

Infant

The Complete Court-Keeper: Or,

Infant may be obliged to pay for Meat, Drink, Clothes, Physick, Teaching, and such like Necessaries fit for one of his Quality.

Two Persons jointly trading, one of them is answerable for the Debt of both in their Trade, in case one goes aside.

If a Contract for above Forty Shillings be severed into several Sums, in order to Trial in inferior Courts, a Prohibition out of *B. R.* will lie to stop Judgment, or if in Judgment in such inferior Court they do not aver that the Cause arose within the Jurisdiction of the Court, and is in the Nature of a Writ of Error.

Miscasting of a Sum in Debt is Error, but in Covenant or upon the Case it is not Error.

Action upon the Case.

Action upon the Case is a general Action given for Redress of Wrongs done without Force against any Man.

Action upon the Case lies for Deceits in any Contracts, Bargains, Sales of Wares, &c. and if such Deceit be by a Servant, the Master is answerable: It lies for any Breach of Promise, Innkeeper or his Servant losing Goods, or suffering a Horse, &c. to receive Damage after delivered to them by the Owner. Goods lost, stolen or abused, after delivered to a Carrier or his Servant, unless the Carrier gives Caution that he will not be answerable. Sheriff or other Officer neglecting his Duty, or doing it deceitfully. For Work done, or a Thing lent and receiving Damage. A Dog, Boar, &c. biting Men or Cattle, whereby a Damage is received. Enticing away one's Servant. Disturbing Officers in doing of Justice. If a Man borrow a Horse, and ride him further than agreed, or excessively, or neglect him in Feeding, whereby a Damage is received. For not grinding at the Lord's Mill according to Tenure. For common Nuisances, and not repairing of Houses, Hedges, Ways, &c. For any Thing where a special Prejudice is received, this Action upon the Case lies.

A Master

A Master may have an Action against any Person for any Thing sold or done by his Servant.

A Promise made by Wife or Servant for the Husband or Master, the Action for Breach of this Promise must be brought against the Husband or Master, and not against the Wife or Servant.

An Action lies against the Husband for Goods delivered to his Wife, if it can be proved that they came to the Husband's Use.

Husband must join with the Wife to sue for Damage done to the Wife only.

The Husband may bring an Action alone for scandalous Words spoken against him and his Wife, and recover; and yet may afterwards bring another Action to recover Damages done to his Wife, by speaking of the same Words, for they are both particularly damnified.

Actions upon the Case for Slander may be brought Slander. for Words spoken as would touch a Man's Life, Limb, Estate, Office, Trade, &c. to the Loss of Preferment in Marriage, in Service, &c. Titles to Estates, or tends to Disinheritance; any Thing as tends to a Man's particular Damage, and he receives Damage thereby, which must be set forth.

And whether the Words be spoken in Jest, behind one's Back, by a second or third Person, in any Language, drunk, in one or more Sentences, directly or indirectly, it matters not.

But if the Words be only a Part of a Sentence, and the whole would make a better Construction, there the Defendant may aver the whole in Bar.

No Heir or Executor is chargeable with the Wrong or Trespas of the Ancestor or Testator.

Actions of Trespas are generally for Recovery of Trespas, the Testator's Goods by the Executors, or for Entry Battery, on Lands, and doing Damage, Assaulting, Beating, &c. All present, or that take Part of the Trespas,

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are liable to be sued as Trespassers, except they declare their Dissassent to it.

A Servant doing Trespass by the Master's Command, both may be sued ; but if no Commaud from the Master, the Servant only is liable.

Threatning where a Loss follows, as that a Man is afraid to go about his Business, whereby a Damage ensues, this Action may be brought for Remedy.

Throwing Drink on a Man is Battery, unless it happens by Accident.

Threatning to do bodily Mischief, as to cut off an Arm, &c. is an Assault.

Lifting up of the Hand in Anger against a Man, without striking, is an Assault in Law.

In Actions of Battery, a Man may justify in the defending of his own Person or Goods, and also in the Defence of the Person of the Wife, Father, Mother, Master, &c.

Husband is bound by many Trespasses of the Wife, but not to sustain corporal Punishment for them.

Release to one Trespasser discharges all his Confederates in committing the Trespass.

The Husband cannot be Witness for or against the Wife, nor the Wife for or against the Husband, unless it be in Case of Treason.

In Actions of Covenant, you may assign as many Breaches as you please ; but in Actions upon Condition, you can assign only one. In Trespass, &c. the particular Damage must be set forth, that the Defendant may know how to answer.

Personal Actions, as Battery, &c. die with the Persons.

Detinue, Trover, &c. Action of Detinue is for Recovery of Goods or Things lent or delivered ; and Action of Trover is for Recovery of Damages to the Value of them.

In an Action of Detinue for Goods or Chattels, the Defendant may wage his Law ; but in an Action of Trover for the same, he may not ; which makes the latter Way more frequently used than the former.

If

If the Goods, &c. be wasted or lost, the Value of it with Damages is recoverable.

Waste is a Spoil made either in Houses, Woods, Waste Lands, &c. by the Tenant for Life or Years, to the Prejudice of the Heir, or of him in the Reversion or Remainder.

Although there be no Timber upon an Estate, the Tenant is obliged to keep the House dry and in Repair, otherwise it is Waste.

If a House be uncovered by Tempest, or burnt by Lightning, &c. it is no Waste, unless it happens by any Default of the Tenant, and then it is.

Taking away Glass-Windows, Wainscot, Doors, &c. from the Freehold by the Tenant, is Waste, although it was fixed there by such Tenant.

A Man may cut Timber enough for Repairs only, and be no Waste; but if he sells Timber, it is Waste.

Oak, Ash, and Elm, are said to be Timber, and lopping of them is Waste, unless they have formerly been lopped.

Tenant may take by Law Plough-boot, House-boot, Hay-boot, and Fire-boot.

Young Timber-trees suffered to be destroyed by Cattle is Waste. Converting of Arable Land to Wood, Meadow to Arable, &c. is Waste.

Digging of Mines, Quarries, &c. or for Gravel, Lime, Brick, Clay, Earth, Stones, &c. is Waste, unless it be for Repairs, or that such Things and Privileges are granted by the Lease.

A Lease of Lands and Mines which are open, only extends to those Mines, and not to any new ones.

Cutting of Fruit-trees is Waste, if they bear Fruit. Cutting of Wood to burn, where there is sufficient dead Wood; cutting of Under-wood, without there is tall Wood amongst it, is Waste.

If a Man do not repair Banks, &c. whereby the Land is drowned, it is Waste.

It is no Waste to fell seasonable Under-wood, which is used to be felled every twenty Years, or within that

Time. It is no Waste to suffer Lands to lie fresh and unmanured, though they grow full of Thorns.

Cutting down Timber-trees for Firing, when there is enough of other Wood; cutting down for Firing Timber fit for better Uses, or cutting down more for Firing than is necessary, is Waste.

If a House be blown down by Tempest, the Lessee is excused in Waste; but if he covenant to repair, there an Action of Covenant will lie: For if Lessee for Years covenant expressly to repair a House let to him, and during his Term the House is burnt down, either by Negligence or otherwise, the Tenant by the Law is obliged to repair or new build it; but a Man is not so obliged by a Covenant in Law.

Action of Waste lies against a Guardian by the Infant within Age. It also lies against Executors.

But a Guardian shall not be punished for Waste done by a Stranger, as a Termor shall.

Wife shall not be punished for Waste committed by her Husband, after his Death.

None shall have an Action of Waste but he who hath an Estate in Fee-simple or in Fee-tail, unless it be a Parson, &c. on his Lease.

If a Lease be made to hold without Impeachment of Waste, the Lessee can commit no Waste.

A Lord may not enter upon his Tenant's Lands to cut Timber, dig Mines, &c. without a particular Exception or Reservation, or inclose the Waste without the Tenant's Consent, but will be a Trespasser: But he may enter upon the Waste to cut Trees, dig Mines, &c. without such Consent, provided the Highway be not annoyed; for all the Waste is the Lord's, except a Way for the King Subjects.

All real and mixed Actions, as Waste, Ejectments, &c. must be laid in the same County where the Lands lie, for they are local; but all personal and transitory Actions, as Debt, Detinue, Assault, Annuity, Account, &c. may be brought in any County or any Place.

Wrongful

Wrongful Vexation, Extortion, Sheriff not acquitting the King's Debtors, Sheriff's Estreats unsealed, forcible Entries, suffering Buildings to be in Decay, Waste, Distress wrongfully taken, Rescous, &c. incurs treble Damages. In Debt, Trespass, Ejectment, Nuisance, Covenant, &c. you recover Costs and Damages. Tithes, treble Value, and no Costs nor Damages; Account, no Damages nor Costs. In Detinue, the Value of the Thing detained, and Costs and Damages. In Replevin, Damages and Costs, &c.

In good Pleading, a Man ought to observe the Order following: To except against the Jurisdiction of the Court, to the Person of the Plaintiff or Defendant, to the Count or Declaration, to the Writ, to the Action of the Writ, and lastly, to the Action itself in Bar thereof.

Cause of Abatement of the Writ is, when the Plaintiff or Defendant is dead, Want of sufficient Matter in the Declaration, or not certainly alledged, Name or Place of Plaintiff or Defendant mistaken, Variance between the Writ, Specialty or Record, apparent Repugnancy or Incertainty in the Writ, Count or Declaration. But after Imparance, a Man may not plead in Abatement.

If you plead Disability, That the Person is an Alien, attainted Person, &c. before you except against the Jurisdiction of the Court, as that the Cause is of Right triable in another Court, you cannot after that plead against the Jurisdiction, &c.

The Person himself must plead to Misnomer of himself and Place of Residence, and not his Attorney.

The Defendant must answer to every particular Part of the Plaintiff's Declaration, otherwise it is Cause of Demurrer.

If the Defendant can have no Advantage by pleading in Abatement, or by demurring, he may afterwards plead in Bar of the Plaintiff's Action, as a Release, Acquittance, Acceptance of other Things, Tender of Amends, Concord or Accord, Arbitrament, former Judgment or Recovery, Statute of Limitations, Disability of the Plaintiff, Privilege of the Defendant, &c.

General Issues.

TO an Action of Debt upon Specialty, *Non est factum, It is not his Deed.*

To an Action of Debt upon Contract, or upon a Statute, *Nil debet, He owes nothing.*

To an Action of the Case upon an *Assumpsit*, *Non assumpsit, He did not undertake.*

To an Action of Trespass, Assault and Battery, or Slander, *Non culpabilis, Not guilty.*

To a Contract without Deed, the Plea is, *Solvit, Paid*; or an Obligation for the Debt, &c.

To an Obligation the Plea is, *Solvit, Paid*; but to plead Payment to an Obligation without Acquittance is no Plea, for an Obligation, or other Matter in Writing, may not be discharged by any Agreement by Word, but by Writing. But to plead Payment at the Day to an Obligation with Condition, though there be no Acquittance by Writing, it is good; for the Condition is in Nature of a Defeazance to the Obligation.

To an Action of Debt, *Nil debet per Patriam, He owes nothing by the Country*, or *per Legem, by Law*, or *Solvit, Paid*.

If the Action be brought against an Executor or Administrator, the ordinary Plea is, *Ne unques Executor,*

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tor, *He never was Executor*; or *Plene administravit*, *He has fully administred*, &c.

If the Suit be upon a Deed, or Contract without Deed, That the Defendant was *Deins Age*, *Under Age*, when he made the Deed or Contract.

If against a Woman, That she was Covert, that is to say, had an Husband, when she made the Deed or Contract.

If upon an Arbitrament, That there was *Nul tiel Arbitrament*, *No such Award* legally made, or That he hath performed the Award.

To an Action of Trespafs, Damage-feasant, That the Beasts came in by Default of the Inclosure of the Plaintiff, or that he hath Title of Common there, &c.

To an Action brought for Rent, That there is no Rent in Arrear, &c.

To an Action of Detinue, *Non detinet*, *Does not detain*, a Release or Gift to him by the Plaintiff, or that he did tender the Thing sued for before Action brought; that the Plaintiff did deliver it to him as a Pledge for Money which he hath not paid.

To an Action of the Case for Slander, *Non culpabilis*, *Not guilty*, or justify the Words.

Case upon Warranty, *Non warrantizavit*, *Did not warrant*, or *Non culpabilis*, *Not guilty*.

Upon a Bond or Bill, plead Conditions performed *per Minas*, *by Threats*, *per Dures*, *by Hardships*, *Imprisonment*, &c. Upon a Demise, *Non demisit*, *Did not demise*.

To Trespafs, *Non culpabilis*, *Not guilty*, an Arbitrament, Tender of Amends before Action brought, &c.

If divers Men commit a Trespafs, and one of them makes a good Accord, this will discharge, and be a Bar to all the rest.

There are divers Pleas to Actions of Trespafs, some of one Nature, and some of another, as Justification, Excuse, Tender of Amends, &c.

The Complete Court-Keeper: Or,

If the Defendant have Matter of Justification or Excuse to plead, he must be sure to plead it specially; for if he plead the General Issue, *viz.* Not guilty, it will be found against him.

Where the Defendant is not constrained to plead a special Plea, he may plead the General Issue proper for the Action brought, and give the special Matter in Evidence; for every Plea must be so framed, that it may give a full Answer to the Matter set forth in the Declaration, to wit, all such as are materially to be answered unto.

If one be sued upon an Obligation, he cannot be compelled to plead before he have Oyer of the Obligation and Condition, provided he demand Oyer.

If an Obligation of an Hundred Pounds be made, with Condition for Payment of Fifty Pounds at a Day, and at the Day the Obligor tenders the Money, and the Obligee refuseth the same; yet upon an Action of Debt upon the Obligation, if the Defendant plead that he is yet ready to pay, and tenders the same in Court; and the Plaintiff will not then receive it, but takes Issue upon the Tender, and the same be found against him, he hath lost his Money for ever.

Every Plea must be offered to be proved true, by saying in the Plea, *Et hoc paratus est verificare, And this he is ready to verify:* And this is termed an Averment.

If Tender of Issue come on the Defendant's Part, the Form is, *Et de hoc ponit se super Patriam, And of this he puts himself on the Country.*

If on the Plaintiff's Part, it is, *Et hoc petit quod inquiratur per Patriam, And this he prays may be inquired of by the Country.*

If Issue be taken upon these Pleas, and the Jury thereupon warned to appear to try them; the Jury appearing, the Parties may have their Challenges.

If Freehold be pleaded, this Court in that Case can proceed no further.

Within

Within what Time Actions may be brought.

ALL Actions of Debt grounded upon any Lending or Contract, as Book Debt without Specialty, and for Rents in Arrear; all Actions of Trespafs, *Quare Clausum fregit*, Trover, Detinue and Replevin; for taking away Goods and Chattels, Actions of Account, all Actions of the Case (except Actions for Slander) which shall be sued, must be commenced and brought within six Years after the Cause of such Actions or Suit accrued; if the Plaintiff be then of full Age, *Discoverit*, *Compos mentis*, out of Prison, and in England; otherwise within such Time after he becomes so, &c. and not after.

All Actions of Trespafs for Assault, Menace, Battery, Wounding, and Imprisonment, within four Years after the Cause of Action, and not after.

All Actions of the Case for scandalous Words within two Years next after the Words spoken, and not after.

Who may bring Actions, and who not.

IDIOTS, Madmen, or such as have *lucida Intervalla*, such as are deaf or dumb, or any other Man, Woman or Child, (except Persons disabled by Law) being wronged, may bring the proper Action appointed for Remedy in that Case; and all, or any of these wronging others, may be sued: And if an Idiot sue or be sued, he must do it in Person.

An Infant must sue by *Prochein Amy*; and being sued must defend by Guardian.

A Feme Covert cannot sue but with her Husband.

An outlawed Person is disabled to sue any Action against any Man in any Court of Law or Equity, (yet as Executor he may sue, because it is not in his own Right, but in Trust for another) but any Man may

may sue him. A Man that is attainted in a *Præmunire*, may not sue in any Action; and a Man that is a convict Recusant, is disabled so long as he so continues.

But note; All these Disabilities remain but during the same Impediment.

What Witnesses are not sufficient to give in Evidence, and what are.

THE Word *Evidence* is of a different Signification, as signifying authentick Writings of Contracts; but here it is taken for Proof of a Matter in Question, and at Issue, by Testimony of Witnesses before a Jury, and according to the Evidence the Jury are to give in their Verdict, according to their Oaths.

And to demonstrate who are not sufficient, and may be excepted against, they are such as are infamous, or Persons attainted of Felony, or of false Verdict, or of Conspiracy, or of Perjury, or in a *Præmunire*, or of Forgery, and such as have had Judgment to lose their Ears, or stand in the Pillory, or have been stigmatized or branded; and Infidels, Men not of sound Memory, or not of Discretion, or such as are interested in the Cause, and may have Benefit by the Thing in Question: These are not competent Witnesses. And a Wife cannot be a Witness for or against her Husband: But all others, though they be never so near Kindred, Tenants, Servants, Masters, Counsellors or Attornies, are allowed for good Witnesses; and these being required, must come in to give Evidence.

Challenge of Jurors.

Challenge is said to be where there is evident Favour, as Kindred, &c. the Juror of Alliance, Servants, bears Malice, or hath some Action against the

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the Challenger, Juror a Gossip of the Plaintiff, Master to the Plaintiff, Eating at the Plaintiff's Cost, or taking Money for his Charges. If the Juror was chosen Arbitrator for one Party, but otherwise where he was chosen indifferent for them; if the Sheriff or Bailiff which makes the Panel is of the Plaintiff's Kindred: Those who have been attaind of false Oath, or have been put in the Pillory, or against whom there was Judgment of Life or Member: Those who pretend to have some Right in the Thing demanded: The Juror outlawed, if the Record be shewn: Juror attaind of Conspiracy. The Sheriff being Plaintiff, it was allowed for a principal Challenge, that the Defendant was indebted to the Juror. If any one or more of the Jury be returned at the Denomination of the Party, Plaintiff or Defendant, the whole Array shall be quashed. If there be a Challenge for Cofinage, he that taketh the Challenge must shew how the Juror is Cofin. If one within the Age of one and twenty Years be returned, it is a good Cause of Challenge.

A Jury impanelled may not be challenged after they are sworn; but if the principal Panel do once appear full, the Challenge may be taken to the Panel before any be sworn, or otherwise it comes too late.

If a full Jury do not appear, as many as make Default may be amerced.

Of Distress.

A Distress is where one doth take and distrain the Beasts, Cattle, and other Things, of another Man, in some Ground or Place, for Debt, or other Duty behind, or for some Wrong or Damage done.

None can break a Man's House in the Night-time to execute any Process, or to do any ministerial Act; for the Law giveth no Colour to break a Man's House by Night, unless in the Case of Treason, Felony, or the like.

None

None can be distrained that are out of the Jurisdiction of the Court.

No Distress can be made in the Night, but for Damage-feasant.

The Bailiff may attach a Man by his Goods, citing him to appear and answer such a Day, at such a Man's Suit, in such a Court, and for such a Cause; or he may only give the Defendant Warning (in the Presence of two others) to appear such a Day, in such a Court, at such a Man's Suit, and it is sufficient; and if an Attachment be made, it must be of such Goods (of the Defendant's own proper Goods) as are Moveables, *viz.* mere Chattels Personal, which may be forfeited by Outlawry, and not Immoveables.

Horses joined to a Car may not be severed; neither may Sheep be distrained, if there be a sufficient Distress besides.

No Man shall drive a Distress out of the County where it was taken; nor out of the Hundred, except it be to a Pound covert within the same Shire, not above three Miles distant.

A Distress may not be impounded in several Places, upon Pain of Five Pounds, and treble Damages.

A Man cannot work Goods distrained, nor convert them to his own Use.

The Goods of any Man may be taken in any Place within the County, in another Man's House or Ground, as well as his own.

If a Bailiff distrain or attach the Horse of a Master, when the Complaint is against the Servant, Trespass lies for the Master against the Bailiff; for the Bailiff ought to take Notice at his Peril whose Goods he distrains or attaches. 13 H. 4. f. 2. Dr. & St. 139.

After Distress or Attachment made, if the Bailiff does not return his Precept the next Court, Trespass lies against the Bailiff for the Defendant, and an Action of the Case lies against him for the Plaintiff for not returning the Precept. 10 E. 4. f. 18. 13 H. 7. f. 3.

If

If one takes Beasts in the Name of a Distress, he ought to put them into an open Pound, for that he who is distrained may give to them Sustenance: But if he distrain dead Chattels, he may put them where he will; but if they spoil in his Default, he must answer for them. 19 E. 4. f. 2. b.

If Goods distrained be put into an open Pound, and they die, it is the Loss of the Owner; but if they are put in another Place, it is otherwise. 39 H. 8. Fitzb. *Distress*, 6. He that distrains Beasts, may put them in a close House, if he will give them Meat; for the putting of them in an open Pound, is but to the Intent that the Owner may give them Meat.

Where a Man distraineth Cattle for Damage-feasant, or for Rent or Service, and puts them into the common Pound, or into another Pound or Place, and he who hath Property in the Cattle, or other Person, taketh the Cattle out of the said Pound, and driveth them where he pleaseth, he who distrained them may have a Writ *de Parco Frasto*. Fitz. Na. Br. 293. E.

A Man may not distrain for any Rent or Thing due for any Land, but upon the same Land that is charged therewith; but in Case where I come to distrain, the other seeing my Purpose chaseth the Beasts, or beareth the Thing out, to the Intent that I shall not take it for a Distress upon the Ground, then I may well pursue; and if I take it presently in the Highway, or in another's Ground, the Taking is lawful as well as upon the same Land charged, to whomsoever the Property of the Goods be.

If one distrain my Goods that are not distrainable by Law, I may have a general Action of Trespas, or an Action of the Case against him at my Choice.

The Distress must be reasonable, somewhat proportionable to the Thing or Cause for which it is taken; and yet if the Cause be so, that a Man cannot take a Distress of less Value, and the Thing be after a sort intire, as in the Distress of a Cart with its Carriage, or with the Horse or Oxen annexed to them, for twenty Shillings, though there be much Inequality, yet may it

it not be unreasonable. *Marl.* 1. 4. 22 *E.* 4. 15. 20 *E.* 4. 3. 41 *E.* 3. 26. But such Distresses as are either excessive for Magnitude, as if one take four Sheep for four Pence, or four Oxen for two Shillings, or the like; these are unlawful Distresses, for which the Bailiff or Distrainer shall be punished: Yet if he take a Horse or Ox for two Pence, where no other Distress is to be had, it is not excessive; but if there were a Sheep or other Goods somewhat proportionable to be taken, there it is excessive and punishable. *Co.* 2. *Part Inst.* 107. 15 *H.* 3. *Marl.* 4. *Co.* 11. 44. 4. 4 *H.* 8. *Fitz. Na. Br.* 174. 45 *E.* 3. 26.

If one distrain my Kine great with Calf, and by immoderate Driving they lose their Calves, I may have an Action on the Case. *F. N. B.* 86.

If the Distrainer give the Cattle Meat in the Pound, he cannot compel the Owner of the Cattle to pay for this, for the Distrainer is not compelled by Law to give them Sustenance; and if they do agree after the Distress upon a Sum, yet this is no Excuse, but it is for their Deliverance; but if they do agree at the Time of the Distress taken that he should give them Meat, and that he should have a certain Sum for the same, this is a good Bargain. 21 *E.* 4. *fo.* 53.

Stuff sent to the Taylor, Weaver, Fuller, Sheerman, Miller, &c. shall not be distrained, for these Officers are necessary for the Commonwealth.

If a Man come into a common Inn, his Goods and Beasts shall not be distrained there, because then it would be prejudicial to the Commonwealth.

Also Goods and Chattels brought into a Fair or Market to be sold, shall not be distrained. *Per Cur.* *Mich.* 7 *H.* 7. *fo.* 12. 10 *H.* 7. *fo.* 21.

Windows, Doors, Tables fixed on a Post; a Furnace, Pales, Timber-boards fixed on the Ground; Glass, Mill-stone, &c. cannot be distrained nor forfeited by Outlawry; but if these are not used in a House, but Standers-by, then they may be distrained. *Mic.* 21 *H.* 7. *fo.* 13. *Pasch.* 14 *H.* 8. *fo.* 25. *Trin.* 21 *H.* 7. *fo.* 27.

A Bailiff

A Bailiff came to a House to distrain, the Doors being fast shut and barred, and with his Hand thro' a Crevice or Hole did shove the Bar, and open the Door, and did take out two Cows in the Name of a Distress; and because he did take a Distress in this Manner, it was adjudged the Distress to be wrongful. *Fitzherb. Abridg. Distress*; 21.

No Goods shall be distrained but the proper Goods of the Party, and not Pledges, nor yet borrowed Goods. 35 H. 6. f. 25. And it is not of Chattels real, as a Lease for Years, nor of Apparel. 7 A. 6. 9.

A Distress made by the Bailiff's Servant is good. 25 Aff. 6. 7.

If a Man distrain Cattle, and they of their own Accord come home to the Owner, he who distrained them cannot take them again, by reason of the first Distress, except he doth freshly follow them; *per Danby Justice*, because of the Negligence of the Distrainer. 9 E. 4. f. 2.

If a Man come to distrain for Damage-feasant, and see the Beasts in his Ground, and the Owner chaseth them out on Purpose before the Distress taken, the Owner of the Ground cannot distrain them; and if he doth, the Owner of the Cattle may rescue them, for the Beasts must be Damage-feasant at the Time of the Distress. 16 E. 4. 10. *Assury*, 182.

A Horse cannot be distrained while the Owner thereof is riding upon him, or leading him; nor if he be tied at a Mill, and came thither with Grist; nor a Horse tied at a Man's Door, the Owner being gone into the House on some Business. *Pafs 39 Eliz. Co. B. adjudged*.

If a Beast be unruly in the Pound, as if like to leap over the Pound, it seems the Distrainer cannot justify the Tying him to the Pound, nor the Fettering him. *Bro. Trespass*, 250. 27 Aff. pl. 64.

None shall distrain wrongfully, upon the Penalties provided upon the Statute of *Marlb. West.* 3. 16. 3 E. 1.

None

None shall procure any to distrain another, to make him appear at any inferior Court, on purpose to vex him, and put him to Charge and Trouble; on Pain to make Fine to the King, and to pay the Party grieved treble Damages. *West. 1. 36. 13 E. 1.*

An Ax that is in a Man's Hand cutting of Wood, nor Goods that are impounded, and in the Custody of the Law, cannot be distrained for Rent, being distrained already Damage-feasant.

If one distrain my Cattle or Goods without any Cause or Colour that is good and just; or if a Man having distrained my Goods, will not tell me requiring it, and offering to give Satisfaction for what Cause he distrained them; or if having Cause to distrain, he do distrain Beasts not distrainable, as Beasts of the Plough or Sheep; or if having distrained Beasts distrainable, he afterwards abuses them, as if being a Horse or Ox he work it, or being unruly he fetter it, or lay it so as it be thereby hurt; or if he put the Distress in an unknown Place, that I cannot tell how to come to feed it; or if he take them out of the County; or if he distrain them in a Place not distrainable: In all these Cases I may have an Action of Trespass against him. *Co. 8. 147. Doct. & St. 112. F. N. B. 45.*

What Goods may be taken upon Execution.

EXecution is a judicial Precept, issuing out after Judgment, properly called a *Fieri facias*, or *Levari facias*, and lieth where a Man hath recovered in any Action either by Default or Verdict; then he that hath recovered may have this Precept, commanding the Bailiff to levy the Monies (so recovered) of the Goods and Chattels of the Defendant, and to bring it into the Court, that the Party Plaintiff may have it.

The Bailiff may (by Virtue of this Precept or Warrant after Judgment) distrain the Defendant's Goods, and detain the Distress in his Hands in Safeguard, till the Defendant hath satisfied the Plaintiff of the Con-

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demination. 22 *Aff.* 27. *F. N. B.* 165. and 4 *H.* 6.
fo. 17. *Action.*

The Bailiff upon this Precept is to do his utmost Endeavour to levy the Money upon the Goods and Chattels of the Defendant, and for that Purpose to inquire and search if he can find out any Goods and Chattels of his, whereof Execution may be made; and it will be Wisdom in the Plaintiff to make a diligent Search to see if he can find out any Thing to be taken hold of; and if he can discover any, to direct the Bailiff to it, who *ex Officio* is to take it, and sell it; and if he cannot sell it, he is to return it so, and thereupon a Precept called a *Venditioni exponas* shall be sent to the Bailiff, to force him to sell it, and pay the Plaintiff.

Goods taken in Execution must be appraised, and Execution made of them. 27 *Aff.* 72.

Where erroneous Judgment is given, the Officer which doth the Execution is excused. 22 *Aff.* 64. But on the contrary, if Judgment be given that is void: For where Judgment and Execution is of a Thing whereof they have no Jurisdiction, there Trespas lies against the Officer for executing it; but if Judgment be there but erroneous, and so void, false Judgment lies, and no Trespas against the Officers. *Plowden's Com.* 394.

If after Judgment a Man doth sell his Goods to defraud me of my Execution, and nevertheless taketh the Profits of them; if he be so found, I may have Execution of the Goods sold by Fraud. 43 *E.* 3. f. 2. 22 *Aff.* 72. 50 *E.* 3.

If the Bailiff hath a *Fieri facias* against a Man, and before Execution he payeth the Money; in this Case he cannot do Execution after; if he do, an Action of Trespas lieth against him. *B. R. Pasch.* 12 *Car.*

If the Sheriff open or break any House to do Execution at the Suit of a common Person, the Execution is good; but the Party whose House is broken,
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may have an Action of Trespass against him for the breaking of the House. *Co.* 5. 93.

If the Sheriff levy Money upon an Execution, and giveth it to the Plaintiff, though he never make any Return to the Court, it is good enough. *Co.* 5. 90. 4. 67. 11. 40. 20 *H.* 6. 24. 4.

If a Man hath a Judgment in this Court against the Plaintiff or the Defendant, and the Execution is deferred in Favour of him, the Party grieved may have a Writ *de Executione Judicii* from above to hasten it. *F. N. B.* 120.

Goods pawned shall not be taken in Execution for the Debt of him who pawned them, during the Time they are pawned. 24 *H.* 8. *Pledg.* 28. and 4 *E.* 6. *Distress*, 75.

By *Fieri facias* (or *Levari facias*) the Bailiff cannot break the Door or Chest to take Goods in Execution; for if he do, Trespass lies against him for the Breaking only, and not for taking the Goods in Execution, 18 *E.* 4. *fo.* 4. and 13 *E.* 4. *fo.* 9. by *Coke*, notwithstanding 8 *E.* 2. tit. *Executors* 152. to the contrary.

If a Man letteth to Farm by the Year, Oxen, or Cattle, and after the Lessor is condemned in an Action of Debt, these Cattle and Oxen demised, during the Term, cannot nor shall not be taken in Execution for this Debt. 22 *E.* 4. *fo.* 10.

A Bailiff cannot pull the Latch to open the Door, if it be shut, to make a Distress. *Co.* 5. 91. 93. *Dyer* 97. 244. But if the Out-door of the House be open, the Sheriff may go into the House and take any Thing there liable to Execution; and being come in at the open Door, it seems he may break open any one of the inner Doors. 18 *E.* 4. *Co.* 5. 90. *Co.* 4. 74.

Of the Procefs of this Court.

THE first Procefs is a Precept iffuing out for a Debt or Damage under forty Shillings.

If the Defendant do not appear the next Court after the Summons executed, then farther Procefs, *viz.* an Attachment againft Goods, or a *Distingas*, iffueh out to caufe the Defendant to appear; and if he appear not upon the firft Attachment, you may have an *Alias*, *Pluries*, and fo *ad infinitum*, until he appear.

It has been accuftomed in many Places in an Action of Debt to file a Declaration, according to the Caufe of Action, and to fue out a *Venditioni exponas* after the third Attachment, to fell fuch Goods as have been taken upon that and the two former Attachments; for this Reason, That when the Defendant abfconds, or will not appear to the Action, the Plaintiff may receive the Value of the Goods diftrained towards Satisfaction of his Debt and Cofts, elfe they would remain in the Bailiff's Hands, and the Plaintiff be without Remedy in this Court.

P R E C E D E N T S.

To A. B. one of the Attornies of the Court of, &c. or to any other Attorney of the same Court.

Warrant of Attorney to appear.

I. *C. D.* do hereby desire and authorise you, to appear for me, in your said Court, on *Monday, &c.* in an Action of Debt for, &c. at the Suit of *E. F.* and this shall be your sufficient Warrant in that Behalf. In Witness, &c.

Bond for the Defendant's Appearance.

THE Condition, &c. That if the above bound *A. B.* do appear at the next Court to be holden at, &c. on *Monday, &c.* to answer *C. D.* in a Plea of Debt, and do also stand to such Order as the Court in that Behalf shall set down and adjudge according to Law, that then this present Obligation to be void, &c.

Sale of Goods to the Plaintiff, levied upon a *Fieri facias*.

KNOW all Men by these Presents, That I *A. B.* of, &c. Bailiff of the Liberty of, &c. in the County of, &c. by Virtue of a Precept of *Fieri facias* from the Steward of the Court within the said Liberty to me directed, have levied of the Goods and Chattels of, &c. the Sum of, &c. a Debt due to, &c. levied by Virtue of this Precept to his Use. In full Satisfaction of which said Sum of, &c. I do, by Virtue of the Precept or Warrant to me directed as aforesaid, assign, sell and set over to the said, &c. all the Goods and Chattels in the Appraisement hereto annexed nominated, at the Rate of, &c. to have, &c. the said Goods and Chattels to him, his Executors and Administrators, as his or their own proper Goods and

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and Chattels, as fully and absolutely as I the said *A. B.* might, could, or ought to do by Force and Virtue of the said Precept and Appraisement, or otherwise howsoever. In Witness, &c.

Original Processes, and other Precepts.

Manor of L. to wit, **A.** B. Steward, To the Bailiff of the SUMMONS.
said Manor Greeting : I command you, to summons *C. D.* so that he be at the next Court to be held at *C.* on *Wednesday* the twelfth Day of *May* next, to answer *E. F.* of a Plea of Debt (or of a Plea of Trespas on the Case) and this, &c. Given under the Seal of my Office the thirtieth Day of *April* in the ——— Year of the Reign of our Sovereign Lord *George* the Third, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c.

B. A. B. Steward.

Manor of L. to wit, *A. B.* Steward, To the Bailiff Attachment.
of the said Manor Greeting : I command you to attach (or distrain) *C. D.* by his Goods and Chattels, so that he be at the next Court there to be held on the ——— Day, &c. to answer *E. F.* of a Plea of Debt : and this, &c. Given under my Seal the ——— Day, &c.

Manor of L. to wit, *A. B.* Steward, To the Bailiff Another Attachment.
of the said Manor Greeting : Because *C. D.* complains against *E. F.* in a Plea of Debt of 30 s. (or in a Plea of Trespas or Detinue) and has found Pledges to prosecute, &c. I therefore command you to attach the said *E. F.* by all his Goods or Chattels to answer to the said *C. D.* in the Plea aforesaid, at the next Court there to be held ; and have there this Precept, and in what Manner, &c. Dated the ——— Day, &c.

Second or
third Attach-
ment or Dis-
tringas.

Manor of F. to wit, A. B. Steward, To, &c. Greeting: I command you to bring to the next Court there to be held on the ——— Day, &c. next ensuing, all the Goods and Chattels of *C. D.* which you have distrained by virtue of a former Precept directed to you, at the Suit of *E. F.* in a Plea of Debt, and that you further distrain (or attach) the said *C. D.* by his Goods and Chattels, so that he be at the next Court to be held at, &c. on the ——— Day, &c. to answer the said *E. F.* in the said Plea of Debt; and have there this Precept. Dated, &c.

A Venditioni
exponas.

Manor of T. to wit, A. B. Steward, To the Bailiff of the same, Greeting: I command you that you expose to Sale a Steer appraised at 20 s. of the Goods and Chattels of *C. D.* for that the said Steer was attached at the Suit of *E. F.* in a Plea of Debt upon Demand for thirty-nine Shillings; and at the Court held on the ——— Day, &c. the said *C. D.* although according to the Custom of this Court he was solemnly demanded, did not appear; by which, according to the Custom of this Court used from the Time to the contrary whereof the Memory of Man is not, the said Steer is forfeited, and that you have the Money at the next Court there to be held on the ——— Day, &c. next ensuing, to satisfy the said *E. F.* of the Debt aforesaid, and in what Manner, &c.

A Superfedeas
upon an At-
tachment or
Distringas.

Manor of L. to wit, A. B. Steward, To, &c. Greeting: Whereas I lately commanded you to attach *C. D.* by all his Goods and Chattels, so that he should be at this Court to be held on the ——— Day, &c. to answer *E. F.* in a Plea of Debt; but because the said *C. D.* has appeared by *John S.* his Attorney, to answer the said *E. F.* in his Plea aforesaid, therefore I command you intirely to cease from the Execution of the said Precept; and if you have taken or distrained any Goods or Chattels of the said *C. D.* by Virtue of the said Precept, that then without Delay you redeliver them to the said *C. D.* Dated, &c.

Manor

Manor of T. to wit, A. B. Steward, To C. D. E. F. A Subpœna
and *G. H. Greeting*: I command you and each of you, ^{ad Testifi-}
that laying all other Matters aside, and notwithstanding ^{cand'}
ing any Excuse, you be in your proper Persons at the
next Court there to be held on the ——— Day, &c.
to testify and speak the Truth in a certain Matter of
Controversy depending in the same Court between
L. M. Plaintiff, and *N. O. Defendant*, in a Plea of
Trespas upon the Case; and herein you are not to fail
at your Peril. Dated, &c.

The Manor of L. to wit, A. B. Steward, To the A Levari fa-
Bailliff of the same, Greeting: Because *C. D.* has re- ^{cias.}
covered against *E. F.* thirty Shillings in a Plea of
Debt, and one Shilling for his Costs and Charges,
whereof the said *E.* is convicted in the said Court, by
the Judgment of the same Court; therefore levy ac-
cording to Custom the said thirty Shillings adjudged
in the said Court, and the said one Shilling for Costs,
and have the Money at the next Court, to render to
the said *G. D.* for his said Debt and Costs; and have
there this Precept, and in what Manner, &c. Dated,
&c.

——— *To wit, A. B. Steward, &c. To, &c. A Fieri facias*
Greeting: I command you that of the Goods and ^{in Debt.}
Chattels of *C. D.* you cause to be made as well a cer-
tain Debt of thirty Shillings, which *E. F.* has reco-
vered in the said Court against him, as thirteen Shil-
lings and ten Pence, which were adjudged to the said
E. F. in the same Court for his Costs and Charges
by him about his Suit in that Behalf expended; and
have that Money at the next Court there to be held
on the ——— Day, &c. to render to the said *E. F.*
for the Debt and Damages aforesaid, whereof the said
C. D. is convicted; and this, &c. Dated, &c.

——— *To wit, A. B. Steward, &c. Greeting: Fieri facias*
I command you that of the Goods and Chattels upon Verdict
of *C. D.* you cause to be made thirty and two Shil- ^{for the De-}
lings and two Pence, which were adjudged in the ^{endant.}
said Court to *E. F.* for his Damage, according to the

Form of the Statute, which he sustained by Occasion that the said *C. D.* unjustly prosecuted a certain Plaintiff in a Plea of Trespas upon the Case against the said *E.* as is lately found by a certain Jury of the Country; and have that Money at the next Court there to be held on the ——— Day, &c. to render to the said *E.* for his Damages aforesaid, whereof the said *C.* is convicted; and this, &c.

A Fieri facias
upon a Non-
suit.

That of the Goods and Chattels of *C. D.* you cause to be made fourteen Shillings and four Pence, which were adjudged to *E. F.* in the said Court, before the Suitors of the same Court, according to the Form of the Statute in that Case lately made and provided for his Damages, for that the said *C.* did not prosecute his Plaintiff lately levied in the said Court against the said *E.* in a Plea of Trespas on the Case; and have that Money at the next Court before the Suitors of the said Court to be held there on the ——— Day, &c. to satisfy the said *E.* for his Costs and Charges aforesaid, whereof the said *C.* is convicted; and this, &c.

A Fieri facias
in Trespas.

That of the Goods, &c. which in the said Court before the Suitors of the same Court were adjudged to *E. F.* for his Damages which he had by Occasion of a certain Trespas done to the said *E.* by the said *C.* at, &c. and have that Money, &c. to satisfy the said *E.* for the Damages, whereof, &c.

A Fieri facias
in Trespas on
the Case.

[As before to] Were adjudged to *E. F.* for his Damages, which he had by Occasion of a certain Trespas on the Case done to the said Plaintiff by the said Defendant at, &c. and have that Money, &c.

On Promise.

Were adjudged for his Damages which he had by Occasion of certain Promises and Undertakings made to the said Plaintiff by the said Defendant, at, &c. and have that Money, &c.

—— *To wit*, A. B. Steward, &c. Greeting : I A *Fieri facias* command you that of the Goods and Chattels of C. for Colls. D. you cause to be made 20s. which (according to the Statute in that Case made and provided) were adjudged to E. F. in the said Court for his Damages, which he sustained in his Defence made in a certain Plea of Debt, which the said C. D. lately brought against the said E. F. because the said C. did not prosecute his Suit, but is convicted thereof, so that you have that Money at the next Court to be held, &c. on the —— Day, &c. next, to satisfy the said E. F. for his Costs and Damages aforesaid ; and this, &c. Dated, &c.

C. D. complains of E. F. Defendant, in a Plea of Debt, to the Damage of 20s.

BY Virtue of this Precept to us directed, we have Return of caused the Plea depending before us in our Court Pleas. between the Parties within named, and in the same State and Condition as it now depends, to be recorded and taken, and we have given Notice to the said Parties to be at the County Court within written at the Day and Place within mentioned, to prosecute the said Plea according to Justice and Equity, as the Precept demands and requires. In Testimony whereof we have put our Hands and Seals, &c.

A. B. Steward.
J. L. Bailiff.

Court

Court Baron, &c. held, &c.

*C. D. complains against E. F. in a Plea of
Trespass on the Case, to the Damage of
30s.*

Return of a
Plaint.

BY Virtue of this Precept to me directed at the
said Court, held on the ——— Day, &c. afore-
said, in full Court there, I have caused the Plaint
whereof Mention is within made to be recorded,
which Plaint appears above written ; and I have re-
turned the said Record, sealed with my Seal and the
Seals of four lawful Men, who were present at the
said Court ; and I have appointed to the Parties with-
in written the Day in the Writ specified, that they
be then ready to proceed in the said Plaint, according
to Justice, as I am within commanded.

A. B. Steward.
C. D. E. F. } Suitors.
G. H. J. K. }

RECORDS.

R E C O R D S.

AT this Court *W. B.* by *P. P.* his Attorney, com- Declaration
plains against *A. B.* in a Plea of Trespafs on the in Slander,
Case, for that, to wit, That whereas the said *W. B.* Issue and
has from the Time of his Birth hitherto behaved and Judgment.
carried himself as a good, true and faithful Subject
of our Sovereign Lord the present King, and of his
Predecessors, Kings of *Great Britain*, and is esteem-
ed and reputed to be of good Name, Fame, Credit,
and Reputation with all good Men, as well his Neigh-
bours as other faithful Subjects of our Lord the pre-
sent King, and during the whole Time aforesaid has
behaved and carried himself free, guiltless and un-
suspected of any Falſity, Theft, Perjury, Felony,
Fraud, or any noxious Crime; yet the said *A. B.*
not ignorant of the Premisses, of his mere most wick-
ed Malice and rethought, intending to hurt, take
away, and intirely destroy the good Name and Cre-
dit of the said *W. B.* and also to bring him into
Trouble, Vexation and Infamy, on the _____
Day, &c. at, &c. within the Liberty and Jurisdiction
of this Court, in the Presence and Hearing of many
faithful Subjects of our Lord the present King, spoke,
pronounced and published the following false and
scandalous Words of the said *W.* to wit, *W. B.*
(meaning the said *W. B.*) *hath stolen my Horse out of*
my Close, which I will prove; by Means of the speak-
ing and publishing of which said false and scandalous
Words, the said *W. B.* is not only hurt in his good
Name and Reputation, but is also greatly hindered
in carrying on his Business in Buying, Selling, and
lawfully Bargaining; and many Persons and Subjects
of

The Complete Court-Keeper : Or,

of our said Lord the present King, on that Occasion withdraw themselves from the Acquaintance of the said *W. B.* and have refused, and still do intirely refuse, to have any Conversation or Dealings with him. Whereupon, &c. to the Damage, &c. And thereof he brings Suit, &c. And the said *A. B.* by *S. D.* his Attorney comes, &c. and says, that the said *W. B.* ought not to have his said Action against him, because he says that he is not guilty of speaking or publishing the Words in the Declaration above specified, or any Part of them, in Manner and Form as the said *W.* above complains against him ; And this, &c. And the Jurors between the said Parties, who to speak the Truth in the Premises were chosen, tried and sworn, say upon their Oath, That the said *A. B.* is guilty of speaking and publishing the said Words in the said Declaration specified, and assess the Damages of the said *W. B.* by Occasion of speaking the said Words, over and above the Costs and Charges by him about his Suit in this Behalf expended to, &c. and for the said Costs and Charges to, &c. It is therefore considered by the said Court, that the said *W.* recover against the said *A. B.* his said Damages by the Jury in Form aforesaid assessed, and also, &c. for his Costs and Charges ; which said Damages in the whole amount to, &c.

*In Testimony whereof the Seal of the Steward
of the said Court is put. Dated at, &c.
the ————— Day, &c.*

Errors assigned.

And thereupon the said *W. B.* prays that the said *A. B.* may shew to this Court, and assign Defaults wherein false Judgment is made in the said Plaint, if any he has to shew : Whereupon the said *A. B.* says that the said Record is vicious and very defective, to wit, in that because it does not appear by the Record, before whom the first Court was held, and in this, that the said *W.* in his Declaration complained that

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that he had Damages, and was injured to the Value, &c. whereas by the Laws of this Realm the said Court cannot hold Pleas of, &c.

Therefore according to the Custom of the Court Distress of the County aforesaid, it is commanded to the said awarded. *J. S.* Bailiff of, &c. aforesaid that according to the Custom of the said Court he distrain *A. B.* and *C. D.* by all their Goods and Chattels in his Bailiwick, so that neither, &c. until, &c. so that they be before me at the next Court to be held on the ——— Day, &c. to answer to *E. F.* in the said Plaint. The same Day is given to the said *E. F.* &c. At which said next Court held here, to wit, at, &c. on the same ——— Day, &c. in the Year aforesaid then held, came as well the said *E. F.* by *P. P.* his Attorney, as the said *A. B.* and *C. D.* by *J. S.* their Attorney, and the said *A. B.* and *C. D.* offered themselves against the said *E. F.* in the said Plaint, and the said *E. F.* thereupon complained and declared against the said *A. B.* and *C. D.* in a Plea, wherefore the said *A. B.* and *C. D.* on the ——— Day, &c. at, &c. within the Jurisdiction of this Court, in a certain Place called, &c. took and unjustly detained the Cattle, to wit, six Calves, of the said *E. F.* against the Gages and Pledges, until, &c.

And the said Jury thereupon impanelled and de- The Damages manded came, and to inquire in Form aforesaid being moderated sworn and charged, say upon their Oath, That the after a se- said *E. F.* by reason of the taking and unjustly de- cond Hear- taining the said Cattle, sustained Damages over and ing- above his Costs and Charges by him about his Suit in this Behalf expended to 20*s.* and for those Costs and Charges, to 12*d.* It is therefore considered by the Court here, that the said *E. F.* recover against the said *A. B.* and *C. D.* his said Damages by the Jury in Form aforesaid assessed, and also sixteen Shillings adjudged by the Court here to the said *E. F.* by his Assent, for his Costs and Charges of Increase, which Damages in the Whole amount to 36*s.* And the said *A. B.* and *C. D.* in Mercy, &c.

Precept to the Bailiff to levy the Damages recovered.

Errors assigned and Restitution prayed.

Whereupon the said *J. S.* the Bailiff is commanded, that of the Goods and Chattels of the said *A. B.* and *C. D.* he levy the said Damages aforesaid, and that he have the Money before the said Steward at the next Court to be held on the — Day, &c. in the Year aforesaid, to render to the said *E. F.* for his said Damages: Whereupon the said *E. F.* prays that the said *A. B.* and *C. D.* may assign and declare to the Court how and wherein a false Judgment is made to him, if any Thing appears to be proved, &c.

And upon this the said *A. B.* and *C. D.* say that the said Record is vicious and defective in this, to wit, that by the said Record it appears that the said Cattle were taken on the — Day, &c. in the Year aforesaid, and that the said Complaint was thereupon levied on the — Day, &c. so that the said Complaint was levied before the Taking the said Cattle, and also in this, that, &c. and so the said *A. B.* and *C. D.* pray that the said Judgment, for those Errors and others in the said Record and Proceedings, may be reversed, annulled, and altogether held for nought, and that they may be restored to every Thing they have lost by reason of the said Judgment, &c.

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DECLARATIONS.

A. B. complains against *C. D.* in a Plea of Debt Declaration for thirty Shillings, for that, to wit, &c. And in Debt for thereupon the said *A. B.* by *E. F.* his Attorney, says, Money borrowed that whereas the said *C. D.* on the ——— Day, &c. rowed at, &c. within the Jurisdiction of this Court, borrowed of the said *A. B.* thirty Shillings, to be paid to the said *A. B.* when he should be thereunto required, yet the said *A. B.* altho' often required, has not yet paid the said thirty Shillings to the said *A. B.* but hath hitherto refused, and still doth refuse, to pay him the same: Whereupon he says he is injured, and hath Damage to the Value of, &c. And thereupon he brings Suit, &c.

A. B. by *C. D.* his Attorney complains against *E.* Debt on an *F.* of a Plea that he render to him thirty-five Shil- Infimul Corn- lings, which he owes him, and unjustly detains, &c. putasset. for that, to wit, That whereas on the ——— Day, &c. at, &c. within the Jurisdiction of this Court, the said *A. B.* and *E. F.* accounted together of and for divers Sums of Money, then and before that Time due and unpaid by the said *E. F.* to the said *A. B.* and upon the said Account the said *E. F.* then and there was found, and acknowledged himself to be in Arrear, and indebted to the said *A. B.* in the Sum of thirty-five Shillings, to be paid to the said *A. B.* when he should be thereunto required; yet, &c.

A. B. by *S. D.* his Attorney complains against *C.* Debt on Re- *D.* of a Plea, &c. for that whereas the said *C. D.* on tainer for the ——— Day, &c. at, &c. within, &c. retained shoeing the said *A. B.* to put on the Feet of the Horses of the Horses, &c. said *C. D.* forty new Iron Shoes, and to remove forty Shoes, and to mend one Plough-share, and to make one Fire-shovel, and to receive of the said *C. D.* for putting

putting on the said forty new Iron Shoes, and for the said forty Removes 20s. [and so for the other Parcels] to be paid to the said *A. B.* when he should be thereunto required; by Virtue of which said Retainer the said *A. B.* put on the said forty Iron Shoes, and removed the said forty Shoes on the Horses of the said *C. D.* &c. whereby an Action accrued, &c.

Debt for
Goods sold.

G. B. by, &c. complains against *R. C.* in a Plea of Debt for 30s. for that, to wit, that whereas the said *R. C.* on the ——— Day, &c. at, &c. within the Jurisdiction of this Court, bought of the said *G. B.* one Parcel of, &c. for 16s. and one, &c. for 14s. to be paid to the said *G. B.* when he the said *R. C.* should be thereunto required, which Sums in the whole amount to the said 30s. yet the said *R. C.* although often required, has not yet paid the said 30s. to the said *G. B.* but has hitherto refused, and still does refuse, to pay him the same; whereupon he says that he is injured, and has Damage to the Value of 35s. And thereof brings Suit, &c.

Nil debet per
Logem.

And the said *R. C.* by *J. A.* his Attorney comes and defends the Force and Injury when, &c. and says that he does not owe the said *G. B.* the said 30s. nor any Part thereof, in Manner and Form as the said *G. B.* above complains against him: Therefore it is granted, that the said *R. C.* wage thereof his Law, himself being the twelfth Hand, and let him come here with his Law at the next Court, in his proper Person; and it is told to the said Attorney, that he then have here the said *R. C.* his Client, in his proper Person, to perfect his said Law, &c.

Debt for
Rent.

R. M. by, &c. complains against *H. D.* of a Plea, that he render to him 30s. which he owes him, and unjustly detains, &c. for that the said *R. M.* on the ——— Day, &c. at, &c. demised, granted and to farm let to the said *H. D.* one Cottage and four Acres of Arable Land, with the Appurtenances, lying and being at, &c. aforesaid, and within the Jurisdiction of this Court; To have and to hold the said Cottage and Arable Land, with the Appurtenances,

nances, to the said *H. D.* and his Assigns, from the Annunciation of the Blessed Virgin *Mary*, then last past, for and during the Term of three Years from thence next ensuing, and fully to be complete and ended; yielding therefore to the said *R. M.* for the said Premises, the yearly Rent following, to wit, for the first Year of the said Term of three Years the Sum of three Pounds of lawful Money of *Great Britain*, and the yearly Rent or Sum of three Pounds and ten Shillings, &c. for the remaining two Years of the said Term, at the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions; by Virtue of which Demise the said *H. D.* entred into the said Cottage and other the Premises, and was and still is possessed thereof: And because 35*s.* for Half a Year ended at the Feast of *St. Michael* the Archangel in the Year, &c. are in Arrear, and unpaid to the said *R. M.* therefore an Action has accrued to the said *R. M.* to have and demand of the said *H. D.* the said 35*s.* yet the said *H. D.* although often required, hath refused, and still doth refuse, to pay the said 35*s.* to the said *R. M.* to the Damage of the said *R. M.* of 38*s.* and thereof he brings Suit, &c.

A. W. by, &c. complains against *J. S.* of a Plea, For Servants that he render to him 20*s.* &c. which he owes him, Wages. and unjustly detains; for that, that whereas the said *J. S.* on the ——— Day, &c. at, &c. within, &c. had retained the said *A. W.* to serve him the said *J. S.* as a Servant from thenceforth until the Feast of, &c. to do and perform the lawful Occasions and Commands of the said *J. S.* for the Term aforesaid, paying therefore to the said *A. W.* 12*d.* which the said *J. S.* then and there paid to the said *A. W.* and also 20*s.* over and above, &c. for his Wages, during the Term aforesaid; at the said Feast, &c. in the Year, &c. aforesaid; and the said *A. W.* avers, that according to the said Retainer he served the said *J. S.* as a Servant, and did and performed the lawful Commands and Occasions of the said *J. S.* for the Time aforesaid,

at, &c. and that 20s. for his Wages for the Service for the Time aforesaid, due at the Feast, &c. in the Year, &c. above mentioned, is still in Arrear and unpaid by the said J. S. to the said A. W. whereby an Action has accrued to the said A. W. to have and demand of the said J. S. the said 20s. Yet the said J. S. although often required, &c.

Bar infra
Ætatem.

And the said J. H. by R. B. his Attorney comes and defends the Force and Injury when, &c. and says, that the said T. N. and E. ought not to have their said Action against him, because he says that he, at the Time of making the said Writing, was under the Age of one and twenty Years; and this he is ready to verify: Wherefore he prays Judgment, if the said T. N. and E. ought to have their said Action against him, &c.

Replication.

And the said T. N. and E. say, that they by any Thing before alledged ought not to be barred from having their said Action, because they say that the said J. H. at the Time of making the said Writing was of the full Age of one and twenty Years, and not under that Age, as the said J. H. has above alledged; and this they pray may be inquired of by the Country; and the said J. H. does so likewise: It is therefore commanded, &c.

Issue.

Upon Promise to pay
for a Thing
as much as it
was worth.

J. J. &c. complains of R. R. of a Plea of Trespas on the Case, &c. for that whereas on the ——— Day, &c. at, &c. within, &c. in Consideration that the aforesaid J. J. at the Request of the said R. R. had bargained and sold to the said R. R. eleven Cart-loads of Coals, he the said R. R. undertook, and then and there faithfully promised the said J. J. that he the said R. R. would, when he should be thereunto required, well and truly pay to the said J. J. so much Money as the said eleven Cart-loads of Coals were worth: And the said J. J. avers, that the said eleven Cart-loads of Coals were worth 33s. &c. Yet the said R. R. not regarding his said Promise and Undertaking, but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said J. J. in this
Behalf,

Behalf, although often required, has not paid the said 33*s.* to the said *J. J.* but hath hitherto refused, and still doth refuse, to pay him the same: Whereupon the said *J. J.* says he is injured, and hath Damage to the Value of 35*s.* and thereof he brings Suit, &c.

J. B. by *T. W.* his Attorney complains of *C. F.* of Upon a Pro-
a Plea of Trespass upon the Case, &c. for that, to wit, That whereas *C. F.* on the ——— Day, &c. at, &c. in the County aforesaid, and within the Jurisdiction of this Court, in Consideration that the said *J. B.* at the special Instance and Request of the said *C. F.* would assign to the said *C. F.* the Remainder of a Term of two Years, which he had in a Close of Meadow, with the Appurtenances, lying and being in, &c. aforesaid in the County aforesaid, and within the Jurisdiction aforesaid, before the twenty-fifth Day of the said Month of *March* ——— undertook, and then and there promised the said *J. B.* that he the said *C. F.* would well and truly pay and content to the said *J. B.* at the executing of the said Assignment, thirty Shillings of lawful, &c. and the said *J. B.* avers, that he the said *J. B.* afterwards, and before the said twenty-fifth Day of *March* aforesaid, to wit, on the twentieth Day of the said *March* in the Year, &c. at, &c. aforesaid, and within, &c. at the Instance and Request of the said *C. F.* by his Writing under his Seal, assigned to the said *C. F.* the Remainder of his said Term in the aforesaid Close: Yet the said *C. F.* not regarding, &c.

A. B. by *J. S.* his Attorney complains of *E. F.* of For Oxen
a Plea of Trespass on the Case, &c. for that, to wit, warranted to
That whereas the said *A. B.* on, &c. at, &c. in the County aforesaid, and within the Jurisdiction of this Court, bought of the said *E. F.* two Oxen for a certain Sum of Money, then and there agreed to be paid by the said *A. B.* to the said *E. F.* the said *E. F.* in Consideration thereof, then and there undertook and warranted to the said *A. B.* that the said two Oxen were used and accustomed to Drawing, and were quiet and orderly in Drawing, when in Truth the said two

Oxen had not been used or accustomed to draw, and then were and now are wild, unruly and disorderly in Drawing; and so the said *E. F.* then and there deceived and defrauded the said *A.* in the Sale of the said two Oxen; whereby divers urgent Affairs of the said *A.* in Agriculture by the Space of four Months remained undone, to the Damage, &c.

For Diet, and
Time given
for Payment
of the Debr.

N. D. by, &c. complains of *J. B.* of a Plea of Trespass upon the Case, for that whereas on the — Day, &c. at, &c. within, &c. the said *J. B.* was indebted to the said *N. D.* in eighteen Shillings, &c. for Meat and Drink, with which the said *N. D.* supplied him, &c. and being so indebted, in Consideration that the said *N. D.* then and there, at, &c. within the Jurisdiction of this Court, at the special Instance and Request of the said *A. B.* would give Time for the Payment of the said 18*s.* unto the next Day following, he the said *J. B.* undertook, and to the said *N. D.* then and there faithfully promised, that, &c. on the next Day would well and truly pay and content: And altho' the said *N. D.* did then and there give Time for Payment of the said 18*s.* unto the said next Day following, yet the said *J. B.* not regarding his said Promise and Undertaking, but contriving, and fraudulently intending, &c.

For a La-
bourer's Hire

M. K. complains of *G. N.* &c. that whereas on the — Day, &c. at, &c. within the Jurisdiction, &c. in Consideration that the said *M. K.* then and there at the Request of the said *G. N.* would cut certain Furzes of the said *G. N.* then growing and being in a certain Close called the *O.* lying within the Precinct of the Town of, &c. and would make the same into Faggots or Bundles, he the said *G. N.* undertook, and then and there faithfully promised the said *M. K.* that he the said *G. N.* would well and truly pay to the said *M. K.* when he should be thereunto required, so much as the said *M. K.* should deserve to have for his Work and Labour for cutting and making the said Furzes into Faggots or Bundles in the Close aforesaid, for so long Time as the said *M. K.* should work and labour

for the said *G. N.* And the said *M. K.* in Fact says, that he accordingly cut and made the said Furzes into Faggots or Bundles for the said *G. N.* in the Close aforesaid, by the Space of one whole Day then next following; and that he well deserved 12*d.* for his Wages for his Work and Labour of that Day in cutting and making the said Furzes into Faggots or Bundles as aforesaid, whereof the said *G. N.* afterwards on the same Day and Year there had Notice: Yet the said *G. N.* not minding his said Promise and Undertaking, but contriving and fraudulently intending craftily and subtilly to deceive the said *M. K.* in the Premises, although, &c.

T. B. complains of *J. S.* Executor of the Testament of *J. F.* of a Plea of Trespass on the Case, That whereas on the — Day, &c. at, &c. within, &c. in Consideration that the said *T. B.* at the special Instance and Request of the said *J. F.* in his Life-time, would depasture two Oxen of the said *J. F.* in Lands of the said *T. B.* in, &c. in the County aforesaid, and within the Jurisdiction aforesaid, from the — Day, &c. to the End of one Month thence next ensuing, he the said *J. F.* in his Life-time undertook, and then and there faithfully promised the said *T. B.* that he the said *J. F.* would well and truly pay to the said *T. B.* when he should be thereunto required, so much as the said Pasture for the said Cattle should be reasonably worth: And the said *T. B.* in Fact says, that he from the said — Day, &c. to the End of one Month thence next ensuing, depastured the said two Oxen of the said *J. F.* in Lands of the said *T. B.* in, &c. aforesaid, and within the Jurisdiction aforesaid, and that the said Pasture was reasonably worth 12*s.* &c. Yet the said *J. F.* in his Life-time, and the said *J. S.* after the Death of the said *J. F.* not regarding the said Promise and Undertaking of the said *J. F.* but contriving and fraudulently intending craftily and subtilly to deceive and defraud the said *T. B.* in this Behalf, have not paid the said 12*s.* or any Part there-

Against an
Executor for
agisting of
Beasts.

of, to the said *T. B.* nor any ways contented him for the same ; but the said *J. F.* in his Life-time, and the said *J. S.* after the Death of the said *J. F.* although often required, have refused, and the said *J. S.* still refuses to pay him the same : Whereupon the said *T. B.* says he is injured, and hath Damage to the Value of 30*s.* and thereupon he brings Suit, &c.

For a Horſe
ſold, and war-
ranted to be
ſound.

W. M. by *R. B.* his Attorney complains of *R. K.* of a Plea of Treaſpaſs on the Caſe, for that whereas the ſaid *W. M.* on the — Day, &c. at, &c. within, &c. had bought of the ſaid *R. K.* a black Gelding for, &c. of lawful Money, &c. he the ſaid *R. K.* then and there warranted the ſaid Gelding to be healthful and ſound, and not to be infected with any Diſeaſe or Infirmity : And the ſaid *W. M.* does aver, that the ſaid Gelding was then ſo infected with a certain contagious Diſeaſe, called, &c. and with divers other Diſeaſes and Infirmities, that the ſaid Gelding was of little Value, to the Damage of the ſaid *W. M.* of 38*s.* and thereupon he brings Suit.

For a Horſe
lent, promiſ-
ing to deliver
him.

J. R. complains of *J. A.* of a Plea of Treaſpaſs upon the Caſe, &c. wherefore whereas the ſaid *J. A.* on the — Day, &c. at, &c. in Conſideration that the ſaid *J. R.* then and there, at the Inſtance and Requeſt of the ſaid *J. A.* lent and delivered to the ſaid *J. A.* a Bay Horſe, of the Value of 5*l.* to be redelivered to the ſaid *J. R.* upon Requeſt, the ſaid *J. A.* undertook, and then and there faithfully promiſed the ſaid *J. R.* that he the ſaid *J. A.* would, when he ſhould be thereunto required, well and faithfully reſtore and deliver the ſaid Horſe to the ſaid *J. R.* and alſo would, when he ſhould be thereunto required, well and truly pay to the ſaid *J. R.* 12*d.* for every Day he ſhould uſe and ride the ſaid Horſe : And the ſaid *J. R.* in Faſt ſays, that the ſaid *J. A.* uſed and rode the ſaid Horſe for thirty Days, to wit, at, &c. Yet the ſaid *J. A.* not regarding his ſaid Promiſe and Undertaking, but ſubtilly and craftily intending to deceive and defraud the ſaid *J. R.* in the Premiſſes, although the ſaid *J. A.* on the — Day, &c. and at divers other Days

Days and Times afterwards, and before the Commencement of this Suit, was requested to deliver the said Horse to the said *J. R.* has altogether refused, and still does refuse, to restore or deliver the said Horse to the said *J. R.* and also has not paid him 30s for the Labour and Hire of the said Horse for the said thirty Days, but has also refused, and still does refuse, to pay him the same, to the great Damage of the said *J. R.* &c.

G. B. complains of *P. M.* of a Plea of Trespass on Against a the Case, for that whereas the said *P. M.* on the ——— Carrier for Day, &c. and long before, and ever since to this Loss of Goods Time, was and still is a common Carrier from the delivered to City of, &c. in the County aforesaid, to the Town of, him. &c. in the same County, and from the said Town of, &c. and the said *P. M.* on the same Day and Year, and long before, and ever since to this Time, has been accustomed by himself and his Servants, upon Horses to carry Goods for any Person, at a reasonable and legal Reward and Stipend to be paid in that Behalf, to and from the said Town, &c. &c. &c. according to the usual Agreements and Payments in that Behalf to be made and had : And whereas according to the Law and Custom of this Kingdom, all Carriers who receive Goods from any Persons to be carried for a reasonable and legal Reward and Stipend thereupon to be given and paid, are obliged to keep and carry such Goods so received without any Damage, Detention or Loss, so that for or by the Default of such common Carrier no Damage shall in any Manner happen to such Goods by the Carriage thereof : And whereas the said *P. M.* on the ——— Day, &c. at, &c. aforesaid, and within the Jurisdiction aforesaid, undertook to carry a Trunk strongly locked, with divers Sums of Money, and Goods and Chattels of the said *G. B.* to the Value, &c. then being in the said Trunk, carefully and safely from the said, &c. to the said Town, &c. for the certain and usual Reward and Stipend for the Carriage of the said Trunk, Money, Goods and Chattels, to be paid by the said *G.* to the said *P. M.* and the said

P. M. afterwards, to wit, on the — Day, &c. at, &c. received of the said *G.* the said Trunk, with the Money, Goods and Chattels afore said, locked as afore said in the said Trunk, to be carried in Form afore said; and the said *P. M.* afterwards, to wit, on the — Day, &c. so negligently and carelessly kept and carried the said Trunk, with the Money, Goods and Chattels afore said, received of the said *G. B.* that divers Sums of Money, Goods and Chattels of the said *G. B.* locked as afore said in the said Trunk, to wit, fifteen Shillings in Money, one Pair of, &c. were then and there lost by the Carelessness of the said *P. M.* and he the said *G. B.* from that Time to the Day, &c. to wit, the — Day, &c. has not received or had the said Money, Goods, or Chattels last mentioned, although the said *P. M.* afterwards, to wit, on the — Day, &c. was required to deliver the said Goods and Chattels to the said *G. B.* Wherefore the said *G. B.* says that he has Damage, &c.

Slander for
calling the
Plaintiff
Thief, &c.

E. R. complains of *G. S.* of a Plea, &c. for that whereas the said *E. R.* is a good, true, faithful and honest Subject of our Lord the present King, and from the Time of his Birth hitherto has carried, behaved and governed himself as a good, true, faithful and honest Subject of our said Lord the King, and his Predecessors, late Kings and Queens of *Great Britain*, and for all that Time has been held, known, esteemed and reputed to be of good Name, Fame, Condition, Conversation, and Reputation, as well amongst all good Persons, Subjects of our said Lord the King and his Predecessors, to whom the said *E. R.* was known, and with whom he kept Company or held Acquaintance, and has hitherto lived and remained without any Blemish or Suspicion of Theft, Felony, Robbery, or other noxious Crime: Yet the said *G. S.* not ignorant of the Premises, but contriving and maliciously intending not only to hurt, injure, and intirely destroy the good Name, Fame, Credit and Reputation of the said *E. R.* but also to bring the said *E. R.* into Trouble, Vexation and Infamy, and a Forfeiture of his

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his Goods and Chattels, on the — Day, &c. at, &c. in the County aforesaid, and within the Jurisdiction of this Court, openly and publickly, falsely and maliciously said, spoke, pronounced, and published to the said E. R. in the Presence and Hearing of many faithful Subjects of our said present Lord the King, the following false, malicious, and scandalous Words of the said E. R. to wit, *Thou* (meaning the said E. R.) *art a Thief, and I* (meaning the said G. S.) *will prove thee a Thief, and a Horse-stealing Thief, from thy Cradle.* By the speaking and publishing of which said false and scandalous Words, the said E. R. is not only greatly hurt and injured in his good Name, Fame, Credit, and Reputation, but is fallen into great Infamy and publick Reproach; so that divers Persons, honest and faithful Subjects of our said Lord the present King, who before that Time used to converse and keep Company with the said E. R. and greatly respected him, have withdrawn themselves from the Conversation and Company of the said E. R. and intirely refuse to have any Dealings with him, to the Damage of the said E. R. of 39 s. And therefore he brings Suit, &c.

J. B. by Virtue of a Writ, &c. complains of J. C. Trover and Conversion, of a Plea of Trespass on the Case, for that whereas the said J. B. on the — Day, &c. at, &c. within, &c. was possessed of a Grey Mare, of the Price of, &c. as of his own proper Mare, and being so possessed thereof, the said J. B. on the said — Day, &c. at, &c. within, &c. casually lost the said Mare out of his Custody and Possession; which Mare afterwards, to wit, on the — Day, &c. at, &c. within, &c. came to the Hands and Possession of the said J. C. Yet the said J. C. knowing the said Mare to be the Mare of the said J. B. and to him of Right to belong, and contriving to deceive and defraud the said J. B. of the said Mare, although often required, &c. has not delivered the said Mare to the said J. B. but the said J. C. afterwards, to wit, on the — Day, &c. at, &c. within, &c. converted and disposed of

of the said Mare to his own Use, to the great Damage of the said *J. B.* Whereupon he says he is injured, and has Damage to the Value of, *£c.* and thereof he brings Suit, *£c.*

Detinue.

T. V. by *E. B.* his Attorney complains of *R. M.* of a Plea that he render to him Goods and Chattels to the Value of 38 s. *£c.* which he unjustly detains from him, *£c.* for that, whereas the said *T. V.* on the ——— Day, *£c.* at, *£c.* within, *£c.* delivered to the said *R. M.* one, *£c.* of the Price of 20 s. one, *£c.* of the Price of 10 s. and one, *£c.* to the Value of 8 s. to be safely kept for the said *T. V.* and to be delivered to the said *T. V.* when the said *R. M.* should be thereunto required; yet the said *R. M.* although often thereunto required, has not yet delivered the said Goods and Chattels to the said *T. V.* but has hitherto refused, and still does refuse, to deliver them to him, and unjustly detains them: Whereupon the said *T. V.* says he is injured, and has Damage to the Value of 20 s. and thereof he brings Suit, *£c.*

Trespafs for assaulting the Plaintiff, and breaking his Stall in the Market.

A. O. complains of *W. C.* of a Plea of Trespafs, for that, that the said *W. C.* on the ——— Day, *£c.* at, *£c.* in the County aforesaid, and within the Jurisdiction of this Court, made an Assault on the said *A. O.* and broke and entered the Stall of the said *A. O.* placed and erected in the Market-place there, and threw down and spoiled his Goods and Wares, to wit, dressed Leather to the Value of, *£c.* put and placed in his said Stall, and did other Injuries to him, to the great Damage of the said *A. O.* Whereupon he says he is injured, and has Damage to the Value of, *£c.* and thereupon he brings Suit, *£c.*

Trespafs for breaking the Plaintiff's Close, *£c.*

J. A. complains of *T. S.* of a Plea of Trespafs, *£c.* for that, that whereas the said *T. S.* on the ——— Day, *£c.* broke and entered a certain Close of the said *J. A.* called, *£c.* at, *£c.* within, *£c.* in the County aforesaid, and the Grass of the said *J. A.* then and there growing, to the Value of 10 s. with certain Cattle, to wit, with Cows, Oxen, Horses, and Hogs,

Hogs, depastured, trod down, consumed and spoiled, continuing the said Trespafs from the said — Day, &c. at divers Days and Times for the Space of one whole Month thence next ensuing, and did other Injuries to him, to the great Damage of the said *J. A.* Whereupon he says he is injured, and has Damage to the Value of 36 s. and thereof he brings Suit, &c.

J. R. complains against *T. B.* to wit, in a Plea, For entering wherefore the Close of the said *J. R.* at, &c. within, the Plaintiff's &c. he broke, and his Herbs to the Value of 20 s. and Close, and 6 d. there lately growing, with his Feet, by walking, treading the he trod down and consumed, and did other Injuries to Grass. him, to the great Damage of the said *J. R.* and against the Peace of our Lord the present King, &c. And whereupon the said *J. R.* says that the said *T. B.* on the — Day, &c. with Force and Arms the Close of the said *J. R.* at, &c. within, &c. broke, and his Herbs, to the Value, &c. there lately growing, with his Feet, by walking, trod down and consumed, and other Injuries, &c. to the great Damage, &c. and against the Peace, &c. Whereupon he says he is injured, and hath Damage to the Value, &c.

And the said *T. B.* in his proper Person comes and defends the Force and Injury, when, &c. and says that he is not guilty of the said Trespafs, as the said *J.* above complains against him: And of this he puts himself upon the Country; and the said *J.* does so likewise.

A. B. complains of *C. D.* of a Plea of Trespafs, For driving &c. that, &c. the Close of the said *A. B.* at, &c. Sheep into a within, &c. he broke, and took twenty Sheep of rotten Pasture, whereby the said *A. B.* of the Price, &c. then and there being, they died. and drove them into a certain unhealthful Pasture in, &c. within, &c. and of his Malice detained the said Sheep so long on the said Pasture, that by the Unhealthfulness of the said Pasture the said Sheep became rotten, unsound, and died; and did other Injuries, &c.

J. H.

Trespass and
Assault.

J. H. complains of *J. S.* of a Plea of Trespass, &c. Assault, &c. for that the said *J. S.* on the — Day, &c. at, &c. made an Assault and Affray on the said *J. S.* and then and there beat and ill-treated him, so that his Life was despaired of, and did other Injuries to him, to the great Damage of the said *J. H.* &c. &c. Whereupon he says he is injured, and has Damage to the Value of 30 s. and thereupon he brings Suit, &c.

P L E A D I N G S.

Does not
owe.

AND the said *A. B.* comes and defends the Force and Injury, when, &c. and says that the said *J. G.* ought not to have his said Action against him, because he says, That he the said *A. B.* does not owe the said *J. G.* the said 20 s. nor any Part thereof, as the said *J. G.* has above declared against him; and of this he puts himself upon the Country.

Does not de-
tain.

And, &c. when, &c. and says, that he does not detain the said Chattels of the said *R. L.* nor any Part thereof, in Manner as the said *R. L.* has above complained against him; and of this, &c.

Not guilty.

And, &c. when, &c. and says, that he is not guilty of the said Trespass, as the said *J. C.* has above declared against him; and of this, &c.

Is not his
Deed.

And, &c. when, &c. and says, that he ought not to be charged with the said Debt by Virtue of the said Writing, because he says, that the said Writing is not his Deed; and of this he puts himself upon the Country; and the said *A.* does so likewise, &c.

Did not take.

And the said *B.* by *S. H.* his Attorney, comes and defends the Force and Injury, when, &c. and says, that he did not take the said Cattle, as the said *A.* above complains against him; and of this, &c.

And,

And, &c. when, &c. and says, that he did not un- Did not un-
dertake in Manner and Form as the said T. R. has above dertake.
complained against him; and of this, &c.

When, &c. ought not to have his said Action, &c. Bar by Ac-
because he says, that after the making the said Writing, quittance.
to wit, on the — Day, &c. the Plaintiff by his
Deed of Acquittance, which Deed of Acquittance,
sealed with the Seal of the Plaintiff, the Defendant
brings here into Court, the Date whereof is on the
same Day and Year, acquitted and discharged him the
said Defendant by the Name of, &c. from all Actions,
Pleas, Demands, Debts, Accounts and Suits, from
the Beginning of the World unto the Day of the Date
of the said Deed of Acquittance; and this, &c. if
Judgment, &c.

The Plaintiff says, that he ought not to be barred, Replication.
&c. because he says, that the said Deed of Acquittance,
is not his Deed; and this he prays, &c.

And, &c. when, &c. and says, that the said J. Payment and
W. ought not to have his said Action against him the a Release.
said J. S. because he says, that the said J. W. after
the making the said Bill, and before the Commence-
ment of this Suit, to wit, on the — Day, &c. at,
&c. by his certain Writing, &c. acknowledged and
confessed himself to be fully satisfied and paid the said
Sum, &c. in the said Bill mentioned, and thereupon
acquitted and released the said J. S. of and from all
Actions, which the said J. W. could have against the
said S. by reason of the making the said Bill: And this
he is ready to verify: Whereupon he prays Judgment,
if the said J. W. ought to have his said Action against
him, &c.

And, &c. when, &c. and says, that the said J. Payment to
G. ought not to have or maintain his said Action Part, and
against him, because as to 20 s. Parcel, &c. the said Tender to
J. W. says, that he the said J. W. on the — Day, other Part.
&c. and before the Commencement of this Action,
well and truly paid to the said J. G. 20 s. Part of the
above-mentioned Debt in the said Declaration specified,
to wit, at, &c. aforesaid, and within the Jurisdiction
of

of this Court, and as to 5 s. 6 d. Residue of the said Debt, specified in the said Declaration, the said *J. W.* further says, that he afterwards, to wit, on the — Day, &c. and before the Commencement of this Action, at, &c. aforesaid, offered and tendered to the said *J. G.* the said 5 s. 6 d. which said 5 s. 6 d. the said *J. G.* then and there refused to accept; and this the said *J. W.* is ready to verify, and prays the Judgment of the Court, if the said *J. G.* ought to have his said Action against him, &c.

**Replication
to the Pay-
ment.**

And the said *J. G.* as to the said Plea of the said *J. A.* as to the said 20 s. Parcel of the said Debt, says, that he, by any Thing before alledged, ought not to be barred from having his said Action against him, because he says, that the said *J. A.* did not pay the said 20 s. to the said *J. G.* as the said *J. A.* has above alledged; and this he prays may be inquired of by the Country, and the said *J. A.* does so likewise, &c.

**Demurrer to
the Tender.**

And as to the said Plea of the said *J. A.* as to the said 5 s. 6 d. Residue of the said Debt, the said *J. G.* says, that the said Plea of the said *J. A.* in Manner and Form aforesaid pleaded, and the Matter therein contained, is not sufficient in Law to preclude him from having his said Action against the said *J. A.* and that to the said Plea in Manner and Form aforesaid pleaded he has not need, nor is he obliged by Law, to answer; wherefore for want of a sufficient Plea in this Behalf, the said *J. G.* prays Judgment, and the said 5 s. 6 s. Residue of the said Debt, together with his Damages by Occasion of the Detaining the said Debt, to be adjudged to him, &c.

**Never was
Executor.**

And, &c. when, &c. and says that the said *T. G.* ought not to have his said Action against him, because he says, that he was never Executor of the Testament and last Will of the said *R. H.* or after the Death of the said *R. H.* ever administered any Goods or Chattels which were of the said *R. H.* at the Time of his Death; and this the said *E. H.* is ready to verify: wherefore he prays Judgment, if the said *T. G.* ought to have or maintain his said Action against him, &c.

And,

And, &c. when, &c. and says, that the said *A. B.* Fully Administred ought not to have his said Action against him, because he says, that he has fully administred all the Goods and Chattels which were of the said *J. A.* at the Time of his Death, and that he has not, nor had at the Time of entering this Plaint of the said *A. B.* nor at any Time since, any Goods or Chattels which were of the said *J. A.* at the Time of his Death, in his Hands to be administred; and this he is ready to verif; whereupon he prays Judgment, if the said *A. B.* ought to have his said Action against him, &c.

And the said *A. B.* says, that he by any Thing before alledged ought not to be barred from having his said Action, because he says, that the said *M. A.* on the Day of entering the said Plaint, to wit, on the — Day, &c. at, &c. aforesaid, and within the Jurisdiction aforesaid, had divers Goods and Chattels which were of the said *J. A.* at the Time of his Death in his Hands to be administred, to the Value of the said Debt, whereof he could have satisfied the said *A. B.* for the said Debt; and this he prays may be inquired of by the Country; and the said *M. A.* does so likewise, &c. Replication.

And, &c. when, &c. and prays Oyer of the said Conditions Writing; and it is read to him, &c. and he also prays performed. Oyer of the Condition of the said Writing; and it is read to him in these Words, to wit, The Condition of this Obligation, &c. (*recite all the Condition*) which being read and heard, the said *W. C.* says, that the said *C. G.* ought not to have his said Action against him, because he says, that the Articles in the said Condition above-mentioned were made at, &c. on the — Day, &c. between the said *C. G.* by the Name of, &c. of the one Part, and the said *W. C.* by the Name of, &c. of the other Part, one Part of which said Articles, sealed with the Seal of the said *C. G.* the said *W. C.* brings here into Court, whose Date is the same Day and Year, whereby, &c. (*recite the Articles throughout*) and the said *W. C.* says that he has performed and kept all and singular the Covenants and Agreements in

in the said Articles contained, on his Part to be performed and kept, according to the Form and Effect of the said Articles; and this he is ready to verify; wherefore he prays Judgment, if the said *C. G.* ought to have his said Action against him, &c.

Replication.

And the said *C. G.* says, that he by any Thing before alledged ought not to be barred from having his said Action against the said *W. C.* because protesting that the said *W. C.* has not performed or kept any of the Covenants or Agreements in the said Articles contained, on his Part to be performed and kept, as the said *W. C.* has above alledged in his Plea, the said *C. G.* says, that the said *W. C.* has not, &c. (*recite the Breach*) according to the Form and Effect of the said Articles; and this he is ready to verify; whereupon he prays Judgment, and his said Debt, together with his Damages by Occasion of the Detaining that Debt, to be adjudged to him, &c.

Rejoinder.

And the said *W. C.* says that he (*recite here that he did perform the Breach which the Plaintiff assigned*) according to the Form and Effect of the said Articles; and of this he puts himself upon the Country; and the said *C. G.* does so likewise, &c.

**Justification
in Slander.**

And, &c. when, &c. and says, that the said *G. L.* ought not to have his said Action against him, because he says, that before the speaking the said pretended scandalous Words mentioned in the said Declaration, to wit, on the ——— Day, &c. at, &c. the said *G. L.* feloniously stole, took, and carried away, against the Peace of our Lord the present King, one Wether-Sheep, then and there being, of the Value of 10 s. the Property of *H. F.* in the said Declaration mentioned. Wherefore the said *F. G.* afterwards, to wit, on the ——— Day, &c. at, &c. spoke, affirmed and declared to the said *G. L.* the pretended scandalous Words in the said Declaration mentioned, to wit, *Thou (meaning the said G. L.) art a Thief, and stole H. A.'s Sheep*: And this he is ready to verify: Wherefore he prays Judgment, if the said *G. L.* ought to have his said Action therefore against him, &c.

And

And the said *A.* by *S. D.* her Attorney comes and Misnomer in prays Judgment of the said Writ of *Justicies*, because Abatement. she says that the Name of Baptism of the said *Agnes* is named *Anne* in the said Writ, and not *Agnes*, as the said *B.* has above declared: Wherefore she prays Judgment of the said Writ, and that the said Writ of *Justicies* may be quashed.

And the said *R. M.* says, that the said Verdict given Arrest of against him, in Behalf of the said *M. S.* ought not to Judgment. stand or be proceeded on, because he says that the said Declaration, and the Matter therein contained, are insufficient in Law to maintain the said Verdict given against him: Whereupon he prays Judgment, and that the said Plaintiff and Verdict may be quashed and held for nought, and that the said *M. S.* may take nothing by his said Plaintiff and Verdict.

And, &c. when, &c. and says that the Declaration Demurrer to of the said *P.* and the Matter contained therein, is not Declaration. sufficient in Law for the said *P.* to have and maintain his said Action against him, and that he the said *B.* has no Need, nor is he obliged by the Law of the Land to answer the said Declaration made in the Manner and Form aforesaid; and for Causes of Demurrer in Law in this Behalf, the said *B.* according to the Form of the Statute in this Case made and provided, shews to the Court the following Causes, to wit, that the said Declaration contains double and insufficient Matter, and wants Form: And this he is ready to verify: Wherefore, for Default of a sufficient Declaration in this Behalf, the said *B.* prays Judgment, and that the said *P.* may be barred from having his said Action against him.

And the said *P.* says, that in his said Declaration Joinder in he has above alledged Matter sufficient in Law to Demurrer. maintain his said Action against the said *B.* And this he is ready to verify; which Matter the said *B.* does not deny, nor has he given any Answer thereto, but intirely refuses to admit the Truth thereof: Whereof he prays Judgment, and his said Debt, together with

X

his

And

his Damage by Occasion of the detaining that Debt, to be adjudged to him.

An Agree-
ment pleaded.

And, &c. when, &c. And as to the said Trespass above supposed to be done, the said *A. B.* says, that the said *C. D.* ought not to have his said Action against him, because he says, that after the said Trespass supposed to be done, to wit, on the — Day, &c. at, &c. aforesaid, within the Jurisdiction of this Court, by the Mediation of *E. F.* and *G. H.* Friends and Acquaintance of the said *A. B.* and *C. D.* amicably intervening between them, the following Agreement was made between the said *A. B.* and *C. D.* to wit, That the said *A. B.* should pay 5*s.* of lawful Money, &c. to the said *C. D.* for Amends and Satisfaction of the said Trespass; which said 5*s.* &c. the said *A. B.* then and there paid to the said *C. D.* according to the Form and Effect of the said Agreement: And this, &c. Wherefore he prays Judgment, &c.

Replication.

And the said *C. D.* says, that he by any Thing before alledged ought not to be barred from having his said Action, because he says, that there was never any such Agreement between the said *C. D.* and *A. B.* as the said *A.* has above in Pleading alledged: And this he prays may be inquired of by the Country; and the said *A. B.* does so likewise, &c.

Bar for De-
fault of the
Plaintiff's
Fences.

And, &c. when, &c. And as to the breaking the said Close, and the depasturing, treading down and consuming the said Herbage, the said *A.* and *B.* say, that the said *D.* ought not to have his said Action against them, because they say, that they the said *A.* and *B.* were at the Time the said Trespass is supposed to be done, and still are, seised of a certain Close of Pasture next adjoining to the said Close of the said *D.* in which, &c. aforesaid, in their Demesne as of Fee, between which said Closes there is a certain Hedge separating the same; which Hedge the said *D.* and all those whose Estate he the said *D.* then had in the said Close, &c. in which, &c. from the Time to the contrary whereof the Memory of Man is not, have
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used to make, repair and maintain ; and they say, that the said Hedge, for want of being repaired and amended, was, at the Time the said Trespass is supposed to be done, broken and thrown down, and that the Cattle of the said *A.* and *B.* put to Pasture in their said Close, through the Gaps and Breaches of the said Hedge, against the Will of the said *A.* and *B.* entred into the said Close of the said *D.* in which, &c. and depastured, trod down and consumed the said Herbage ; and the said *A.* and *B.* freshly pursuing entred into the said Close of the said *D.* in which, &c. thro' the Gaps and Breaches of the said Hedge, to drive back the said Cattle into the said Close of the said *A.* and *B.* and immediately drove their said Cattle into their said Close, as it was lawful for them to do ; which is the same Trespass and breaking of the Close, and the same depasturing, treading down and consuming of the said Herbage, whereof the said *D.* above complains against them ; and this they are ready to verify : Wherefore, &c.

And the said *D.* says, that he by any Thing before Replication: alledged ought not to be barred from having his said Action against the said *A.* and *B.* because he says, that the said *A.* and *B.* of their own proper Injury broke the said Close called *B.* in which, &c. and with the said Cattle depastured, trod down and consumed the said Herbage, as the said *D.* has thereof above complained against them ; without this, that he the said *D.* and all others, whose Estate he the said *D.* then had in the said Close, from the Time whereof the Memory of Man is not to the contrary, were used to make, repair and maintain the said Hedge, as the said *A.* and *B.* have above by Pleading alledged ; and this he is ready to verify : Wherefore he prays Judgment, and his Damages by Occasion of the said Trespass to be adjudged to him.

And the said *A.* and *B.* as before say, that the said Rejoinder: *D.* and all others whose Estate the said *D.* then had in the said Close, from the Time whereof the Me-

mory of Man is not to the contrary, have used to make, repair and maintain the said Hedge, as they have above by Pleading alledged: And of this they put themselves upon the Country; and the said D. does so likewise.

Frank Tene-
ment.

And, &c. when, &c. and says, that the said *W. B.* ought not to have or maintain his said Action against him, because he says, that the said Close called, &c. at, &c. in the Declaration above-mentioned, in which the said Trespass is supposed to be done, and at the said Time in which the said Trespass is supposed to be done, was the Soil and Freehold of the said *N. S.* by which the said *H. S.* broke and entred the said Close called, &c. and the Grass and Herbage there growing and being with his Feet by walking trod down and consumed, and other Grass, Herbage and Hay being in the said Close, with Horses, Oxen and Cows depastured, trod down and consumed, continuing the said Trespass, as is above specified in the said Declaration, as it was lawful for him to do; and this he is ready to verify: Wherefore he prays Judgment if the said *W. R.* ought to have his said Action against him.

Outlawry.

And the said *A.* by *J. S.* his Attorney comes and says, that the said *T.* ought not to be answered to his said Writ and Declaration, because he says, that the said *T.* on the ——— Day, &c. by the Name of *T. S.* late of, &c. Yeoman, was and still stands outlawed at the Suit of one *A. B.* in a Plea of Trespass on the Case, whereof the said *T.* is convicted, as by the Record of the said Outlawry in the Court here, to wit, at *Westminster* in the County of *Middlesex* remaining, manifestly appears; and this he is ready to verify by the said Record: Wherefore he prays Judgment, if the said *T.* ought to be answered to his said Writ and Declaration, &c.

Bar in Tres-
pass for mak-
ing Use of a
Way thro' the
Plaintiff's
Grounds.

And, &c. when, &c. And as to the whole Trespass afore said, except the treading down and consuming the said Herbage and Grass with his Feet by walking, he says, that he is not guilty thereof; and there-
upon

upon he puts himself upon the Country ; and the said R. does so likewise. And as to the treading down and consuming the said Grass and Herbage with his Feet by walking, the said J. says, that the said R. ought not therefore to have his said Action against him, because he says, that he the said J. long before the said Time on which the said Trespass is supposed to be done, was possessed, and still is possessed of and in a Close called, &c. with the Appurtenances, and that the said J. and all other Possessors and Occupiers of the said Close called, &c. with the Appurtenances, from the Time to the contrary whereof the Memory of Man is not, have been used and accustomed to have a Foot-way for themselves and their Servants, leading from the Town of, &c. in, through and over a certain Close called, &c. at, &c. aforesaid, and within the Jurisdiction aforesaid, and from thence in, thro' and over a certain other Close called, &c. and from thence in, through and over the said Close called, &c. in which, &c. unto and into the said Close called, &c. and so back from the said Close called, &c. in, through and over the said Close called, &c. and from thence in, through and over the said Close called, &c. by the same Way to the Town of, &c. to pass and repass in the said Way at all Times of the Year at their Will, as to the said Close called, &c. with the Appurtenances thereunto belonging, whereby the said J. at the Time in which, &c. from the said Town of T. aforesaid, in, through and over, &c. to and in the said Close called, &c. and so back from the said Close called, &c. and from thence in, through and over the said Close called, &c. by the same Way to the said Town of, &c. aforesaid, went and returned, as it was lawful for him to do ; and the said J. in passing and repassing as aforesaid, some of the Herbage and Grass in the said Way, in the said Close called, &c. in which, &c. there growing, with his Feet by walking trod down and consumed in using the said Way, and doing as little Damage there as he could ;

which is the same Trespass as to the treading down and consuming the said Herbage and Grass whereof the said *R.* now complains: Wherefore he prays Judgment, if the said *R.* ought to have his said Action thereupon against him.

Replication.

And the said *R.* as to the said Plea of the said *J.* as to the treading down and consuming the said Herbage and Grass with his Feet by walking, says that he by any Thing in the said Plea before alledged ought not to be barred from having his said Action thereupon against him, because he says, that the said *J.* of his own proper Injury, with his Feet by walking trod down and consumed the said Herbage and Grass in the said Close lately growing, as the said *R.* above thereupon complains against him; without this, that the said *J.* and all other Possessors and Occupiers of the said Close called, &c. with the Appurtenances, from the Time to the contrary whereof the Memory of Man is not, have been used and accustomed to have a Foot-way for themselves and their Servants, leading from the said Town of, &c. in, through and over the said Close called, &c. and from thence in, through and over the said other Close called, &c. and from thence in, through and over the said Close called, &c. in which, &c. unto and into the said Close called, &c. and so back from the said Close called, &c. in, through and over the said Close called, &c. and from thence in, through and over the said Close called, &c. and by the same Way to the said Town of *T.* to pass and repass in the said Way at all Times of the Year at their Will, as the said *J.* has above by Pleading alledged: And this he is ready to verify: Wherefore, for that the said *J.* has above acknowledged the said Trespass with his Feet by walking, the said *R.* prays Judgment, and his Damages by the Occasion thereof to be adjudged to him, &c.

Rejoinder.

And the said *J.* as before says, that he the said *J.* and all other Possessors and Occupiers of the said Close called, &c. with the Appurtenances, for the Time to the

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the contrary whereof the Memory of Man is not, have been used and accustomed to have for themselves and their Servants the said Foot-way leading from the said Town of, &c. aforesaid, in, through and over the said Close called, &c. and from thence, &c. to pass and repass in the said Way at all Times of the Year at their Will, as he has above by Pleading alledged: And of this he puts himself upon the Country, &c.

Foreign Plea.

*Plea for B. Defendant, against L.
Plaintiff, in Case.*

AND the said Defendant in his proper Person comes and says, that the Court of our Lord the King here ought not to have Cognizance of the said Plea, because he says, that the Cause of Action (if any) in the Plaintiff's Declaration above supposed, accrued to the said Plaintiff at the Town of *W.* in the County of *S.* out of the Jurisdiction of this Court; and this the Defendant is ready to verify: Wherefore he prays Judgment, if the Court here will or ought to have further Cognizance of the said Plea against him.

*Declarations, Pleadings, Recoveries,
&c. concerning Copyhold Lands.*

Precept to the Bailiff to summon the Defendant to answer a Complaint. *MANOR* of R. to wit, A. B. Steward to the Bailiff of the said Manor, Greeting: *J. S.* complains against *J. D.* in a Plea of Land, and made Protestation to prosecute the said Plea in the Nature of a Writ of Right Patent of our Lord the King; therefore I command you that according to the Custom of the said Manor, you summon by good Summoners the said *J. D.* to be here at the next Court to be held at the same Place, on the — Day, &c. to answer in the Plea aforesaid; and have there this Precept, and in what Manner, &c. Dated, &c.

Precept to the Bailiff to summon a Jury to try a Cause. — *To wit*, A. B. Steward to the Bailiff of the said Manor, Greeting: Because *J. S.* complains [*as above*] therefore I command you, that you summon by good Summoners twelve free and lawful Men, Tenants of the said Manor, that they be before me the said Steward at the next Court to be held there, to wit, on the — Day, &c. next ensuing, at the Hour of, &c. of the same Day, ready to take Cognizance upon their Oath, if *T. S.* Father of the said *J. S.* was, on the Day of his Death, seised in his Demesne as of Fee of two Messuages, &c. with the Appurtenances in, &c. within the Jurisdiction of this Court, and if he died within forty Years last past, and if the said *J. S.* is his next Heir, and that in the mean Time they see the said two Messuages, &c. and let their Names be impanelled, and summon by good Summoners the said *J.* and *B.* who now hold the said Messuages and Lands, that they be then there to hear the said Recognizance; and have there the Summoners and this Precept. Dated, &c.

R. H.

R. H. complains against *C. E.* and *A.* his Wife, of A Formedon a Plea of Land, to wit, of one Messuage, two Cot- in Remain-
tages, &c. with the Appurtenances, within the Juris- der, Plaint
diction of this Court, and made Protestation to prose- and Protestation to prose-
cute the said Plaintiff, in the Form and Nature of a Writ- tion to prose-
of Formedon in Remainder of our Lord the King at- cute.
the Common Law, and found Pledges to prosecute
the said Plaintiff, in the Form and Nature aforesaid, and
prays Process thereupon to be made for him according Process de-
to the Custom of the said Manor, against the said *C.* fired against
and *A.* his Wife, &c. and therefore according to the the Defen-
Custom of the said Manor, from the Time to the con- dant.
trary whereof the Memory of Man is not, It is com- Precept to
manded to the Bailiff of the said Manor and Minister summon the
of the said Court, that he summon by good Summon- Defendants.
ers the said *C.* and *A.* that they be before the Suitors
of the said Court at the next Court of the said Manor,
on the ——— Day, &c. to be held at the said Manor,
to answer the said *R. H.* of the Plea aforesaid, &c.
The same Day is given to the said *R.* here, &c. At Defendant
which said next Court came as well the said *R. H.* as appears by
the said *C.* and *A.* by *J. R.* their Attorney; and the Attorney.
said Minister of the said Court returns here in Court,
that he, by Virtue of the said Precept to him directed,
summoned the said *C.* and *A.* by good Summoners, to
wit, by *J. D.* and *R. R.* to be here at this Court, to
answer the said *R. H.* of the Plea aforesaid, of one
Messuage, &c. with the Appurtenances, as he was
commanded, &c.

And thereupon the said *R. H.* demands against the The Plaintiff
said *C.* and *A.* the Tenements aforesaid with the Ap- counts.
purtenances, as his Right and Inheritance, saying that
one *W. H.* was seised of the said Tenements with the
Appurtenances in his Demesne as of Fee, at the Will
of the Lord, according to the Custom of the said Ma-
nor; and being so seised, according to the Custom of
this Manor Time out of Mind used and approved, at
the Court of the said Manor held at *J.* within the Pre-
cinct of the said Manor, on the aforesaid ——— Day,
&c. by *J. A.* and *T. P.* Deputy Bailiffs of the said
Manor,

Manor, in the Presence of *T. C. T. S. R. L.* and others, Tenants of the Lord of the said Manor, surrendered into the Hands of the Lord the Tenements aforesaid with the Appurtenances, to the Use and Behoof of one *M.* then the Wife of the said *W. H.* to hold for Term of her Life, and after the Decease of the said *M.* the aforesaid Tenements, with their Appurtenances, should wholly remain to one *J. H.* Son of *N. H.* Brother of the aforesaid *W. H.* and to the Heirs of his Body lawfully begotten; and for Default of such Issue of the said *J.* the aforesaid Tenements, with the Appurtenances, should wholly remain to one *E. H.* Daughter of the said *W.* to hold to her and the Heirs of her Body lawfully begotten; and for Default of such Issue of the said *E.* the aforesaid Tenements, with the Appurtenances, should wholly remain to the right Heirs of the aforesaid *W. H.* and their Heirs for ever. By Virtue of which Surrender the aforesaid *M.* was seised of the said Tenements, with the Appurtenances, in his Demesne as of Fee at the Will of the Lord, according to the Custom of the said Manor, in Time of Peace, in the Time of our Lord the now King, by taking the Profits thereof to the Value, &c. and from the said *M.* the Right remained by the Form of the Surrender aforesaid, according to the Custom of the Manor aforesaid, to the said *J. H.* whereby the said *J.* was seised of the Tenements aforesaid, with the Appurtenances in his Demesne as of Fee-tail, at the Will of the Lord, according to the Custom of the said Manor, by Form of the Surrender aforesaid, in Time of Peace, in the Time of the now Lord the King, &c. by taking the Profits thereof, to the Value, &c. and from the said *J.* after the Death of the aforesaid *E.* (for that both the said *J.* and *E.* died without Heirs of their Bodies lawfully begotten) the Right remained by the Form of the Surrender aforesaid, according to the Custom of the Manor aforesaid, to the said *R. H.* which now demands, that is to say, as the Son and Heir of *W. F.* Brother and

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and Heir of the said *W. H.* and thereof he brings this Suit, &c.

R. C. complains against *W. L.* and *E.* his Wife, Plaintiff of a Plea of Land, to wit, of one Messuage, &c. with Mordances. the Appurtenances in *ŷ.* within the Jurisdiction of this Court, and made Protestation to prosecute his Complaint in Form and Nature of a Writ of our Lord the King of Assise, of the Death of his Ancestor at the Common Law, &c. And desired Process for that, to Precept to the be made according to the Custom of this Manor, in Bailiff to Form and Nature of the Writ aforesaid, to be directed summon a to the Bailiff and Officers of this Court; And that the Jury. said Bailiff and Officers by the Command and Precept of the Lord of this Manor, and according to the Custom of the said Manor, should summon by good Summoners twelve honest and lawful Men of the Homage of this Manor, before the Steward of this Manor, at the next Court to be held within the Manor, ready upon their Oath to take Cognizance, if *R. C.* Father of the aforesaid *R.* was seised in the Demesne as of Fee, at the Will of the Lord, according to the Custom of the Manor, on the Day that he died, of and in one Messuage, &c. of customary Lands of this Manor, with the Appurtenances, called *C.* within the Jurisdiction of this Court: And if the said *R.* the Father died within Pledges to forty Years now last past, and if the aforesaid *R.* the prosecute. Son be the next Heir of the aforesaid *R.* the Father, and in the mean Time that they view the Lands and Tenements aforesaid. And that they should summon by good Summoners the aforesaid *W.* and *B.* who now hold the said Lands and Tenements, that they should be here to hear the Recognizance, and prosecute their Suit aforesaid, to wit, *ŷ. D. R. R.*

And now here at this Court came the aforesaid *W.* Defendant's *ŷ.* in his own Person, and saith, that the aforesaid *R.* Plea in Bar. Father of the said Complainant, was not on the Day that he died seised in his Demesne as of Fee, at the Will of the Lord, according to the Custom of this Manor, of the aforesaid Messuage, &c. with the Appurtenances, in Manner and Form, as by the aforesaid Complainant

Complainant is first supposed; and this he desires may be inquired by the Assise; and the said Complainant does so likewise.

A Recovery.

**Plaint and
Protestation
to prosecute.**

**Precept to the
Bailiff to sum-
mon the Te-
nant to ap-
pear.**

**Tenant ap-
pears.**

**The Demand-
ant counts
against the
Tenant.**

At this Court came *A. B.* of, &c. in proper Person, and complains against *W. W.* of a Plea of Land, that is to say, of one Messuage, &c. with the Appurtenances in *ſ.* held of this Manor, by Copy of Court-roll of this Manor, and made Protestation to prosecute his said Complaint, in the Court aforesaid, in Form and Nature of a Writ of our Lord the King of Right Patent, at the Common Law, according to the Custom of the Manor aforesaid, and he found Pledges to prosecute his said Complaint here in the said Court, to wit, *ſ. D.* and *R. F.* and prayed Process thereupon to be made for him, against the aforesaid *W. W.* according to the Custom of the Manor aforesaid; therefore according to the Custom of the said Manor, it was commanded to *ſ. S.* Bailiff of the said Manor, and an Officer of the said Court, that he should summon the aforesaid *W. W.* so that he should be here at the next Court of the said Manor, to wit, on the ——— Day, &c. to be held, to answer the said *A. B.* of the Plea aforesaid, and that he then have there the Names of the Summoners, and the said Precept. And the same Day is given to the Demandant here, &c. And now, that is to say, at this Court comes the aforesaid *W. W.* in his proper Person, and in full Court here freely offers to answer to the aforesaid *A. B.* of the Plea aforesaid by good Summoners, to wit, *ſ. D.* and *R. R.* according to the Custom of the said Manor; and upon this now at this Court the aforesaid *A. B.* also in his proper Person comes and demands against the said *W. W.* the aforesaid Messuage, &c. with the Appurtenances, in *ſ.* aforesaid, held of this Manor by Copy of Court-roll, as his Right and Inheritance, and whereupon he says, that he was seised of the Tenement aforesaid with the Appurtenances in the Demesne as of Fee and Right, according to the Custom of the Manor aforesaid, in Time of Peace, in the Time of the present King, by taking the Profits thereof to the Value, &c. And that such is his

his Right, he offers, &c. and the aforefaid *W. W.* comes Tenant puts and defends his Right, when, &c. and his Seisin, of himself on the which Seisin, &c. as of Fee and Right, &c. and especially of the Tenements aforefaid with the Appurtenances, and all, &c. and puts himself upon the Homages aforefaid of our Lord the King of this Court, according to the Custom of the faid Manor, and he prays that Recognizance may be made, whether he hath more Right to hold the Tenements aforefaid with the Appurtenances, as he holds, or the aforefaid *A. B.* to have the aforefaid Tenements with the Appurtenances, as he above demandeth, &c. And the aforefaid *A. B.* thereupon prayeth Leave to imparl till the 11th Hour before Noon of the same Day; and has it, &c. And the same Hour was given to the aforefaid *W.* here, &c. Homage.
Leave to imparl.

And afterwards the faid *A. B.* came again here into Court the self same Day at the aforefaid Hour in his proper Person, and the aforefaid *W. W.* though he was The Defendant solemnly demanded, came not, but in Contempt of the Court departed, and made Default; therefore according to the Custom of the Manor aforefaid, it is considered by the Court, that the aforefaid *A. B.* do recover his Seisin against the faid *W. W.* of the Tenements aforefaid with their Appurtenances, according to the Custom of the Manor aforefaid, to hold to the faid *A. B.* and his Heirs, according to the Custom of the faid Manor, quit from the faid *W. W.* and his Heirs for ever, and the faid *W. W.* in the Mercy, &c. And Plaintiff adnow at this Court the Lord, in Execution of the Judgment and Recovery aforefaid, by his Steward, granted to the aforefaid *A. E.* Seisin of the Tenements aforefaid with the Appurtenances, to hold to him and his Heirs and Assigns by the Rod, at the Will of the Lord, according to the Custom of the faid Manor; and he thereupon made to the Lord Fine and Fealty, and was thereupon admitted Tenant. Default.
Judgment.

And afterwards, that is to say, at the same Court the aforefaid *A. B.* then present, the aforefaid *W. W.* came and surrendred into the Hands of the Lord the Tenement aforefaid, with the Appurtenances, to the

U^{te} Plaintiff.

Use and Behoof of the foresaid *A. B.* his Heirs and Assigns for ever, and further, the foresaid *W. W.* remised and released, and intirely for him and his Heirs for ever quit-claimed to *A. B.* his Heirs and Assigns, being in full and peaceable Possession and Seisin, on the Day of the making of these Presents, according to the Custom of the said Manor, of and in the Tenements aforesaid, with their Appurtenances, the whole Right, Title, State, Claim, Interest, and Demands whatsoever, which he ever had, hath, or any way hereafter may have, of or in the Tenements aforesaid with their Appurtenances, or in any Parcel thereof; so that neither the foresaid *W. W.* nor his Heirs or any of them, any Right, Title, State, Claim, Interest, or Demand, of or in the Tenements aforesaid with their Appurtenances, nor in any Parcel of them, from henceforth may or ought to demand, claim or challenge, but from all Actions at Law, Title, Claim, Use, Interest and Demand thereof, shall be for ever excluded by these Presents; And further the said *W. W.* granteth for him and his Heirs, that he will warrant the Tenements aforesaid with the Appurtenances, to the foresaid *A. B.* and his Heirs, against all Men for ever.

Defendant's
Warranty.

Precept in
Nature of a
Writ of Seisin.

A. B. Steward, to the Bailiff of the said Manor, Greeting: Know that *C. D.* at the Court held on the ——— Day, &c. by Consideration of the said Court, recovered his Seisin against *E. F.* of eight Acres of Land, with the Appurtenances in, &c. by the Default of the said *E. F.* I therefore command you that without Delay you cause the said *C. D.* to have full Seisin of the said Tenements with the Appurtenances; and have there this Precept, and in what Manner, &c. Dated, &c.

Recovery in a
Writ of Entry
in the Poss.

And afterwards at this same Court comes *W. P.* Gent. in his proper Person, and complains of *R. W.* of a Plea of Land, to wit, of one Field called, &c. with the Appurtenances, and made Protestation to prosecute his said Complaint in the Form and Nature of a Writ of our Lord the King of Entry upon a Disseisin in *le Poss*, &c. and found Pledges to prosecute his said Complaint in Form aforesaid, to wit, *John Doe* and *Richard Roe*, and

and prays Procefs thereupon to be made for him againſt the ſaid *R. W.* according to the Cuſtom of the ſaid Manor, returnable, &c. And it is granted to him, &c. And upon this the ſaid *R. W.* preſent here in Court, freely appears to answer the ſaid *W. P.* in Count againſt the Plea aforeſaid : And thereupon the ſaid *W. P.* demands againſt the ſaid *R. W.* the ſaid Tenements with the Appurtenances, by the Name of one Field, called, &c. with the Appurtenances, within the Jurisdiction of this Court, as his Right and Inheritance, and in which the ſaid *R. W.* has not Entry, but after the Diſſeiſin which *H. H.* thereupon unjuſtly and without Judgment made to the ſaid *W. P.* within thirty Years now laſt paſt, &c. And whereupon he ſays that he was ſeiſed of the ſaid Tenements with the Appurtenances in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, &c. and into which, &c. And thereof he brings Suit, &c.

And the ſaid *W. P.* in his proper Perſon comes and defends his Right, when, &c. and thereupon vouches to Warranty *A. B.* who is preſent here in Court in his proper Perſon, and freely warrants to him the ſaid Tenements with the Appurtenances, &c. And upon this the ſaid *W. P.* demands againſt the ſaid *A. B.* Tenant, by his Warranty, the Tenements aforeſaid with the Appurtenances, in Form aforeſaid ; And whereupon he ſays, that he was ſeiſed of the ſaid Premises with the Appurtenances in his Demefne as of Fee and Right, at the Will of the Lord, according to the Cuſtom of the ſaid Manor, in Time of Peace, in the Time of the preſent King, by taking the Profits thereof to the Value, &c. and into which, &c. And thereof he brings Suit, &c.

And the ſaid *A. B.* Tenant, by his Warranty comes and defends his Right when, &c. and further vouches thereupon to Warranty *N. H.* who is alſo preſent here in Court in his proper Perſon, and freely warrants to him the Tenements aforeſaid with the Appurtenances, &c.

Count against *&c.* And upon this the said *W. P.* demands against
second Vou- the said *N. H.* Tenant by his Warranty, the Tenements
chee. aforefaid with the Appurtenances, in Form aforefaid: And whereupon he fays that he was feifed

of the faid Tenements with the Appurtenances in his Demefne, as of Fee and Right, at the Will of the Lord, according to the Custom of the faid Manor, in Time of Peace, in the Time of the prefent King, by taking the Profits thereof to the Value, *&c.* and into which, *&c.* And thereof he brings Suit, *&c.*

Second Vou- And the faid *N. H.* Tenant, by his Warranty comes
chee pleads. and defends his Right when, *&c.* and fays that the faid *N. H.* did not diffeife the faid *W. P.* of the faid Tenements with the Appurtenances, as the faid *W. P.* by his faid Complaint and Declaration thereupon above fupposes; And of this he puts himfelf upon the Homage, *&c.* And the faid *W. P.* thereupon craves Leave to imparl here until the eleventh Hour before Noon of this prefent Day, *&c.* And he has it, *&c.* The fame Hour is given to the faid *N. H.* to be here, *&c.*

Imparlance.

Second Vou- And afterwards, to wit, at this Court, at the Hour
chee makes aforefaid, the faid *W. P.* comes again here into Court
Default. in his proper Perfon; and the faid *N. H.* altho' folemnly demanded, came not again, but departed in Contempt of the Court, and made Default: It is therefore confidered by the faid Court, That the faid *W. P.*

Judgment.

do recover his Seifin againft the faid *R. W.* of the aforefaid Premiffes with the Appurtenances; and that the faid *R. W.* have of the customary Lands of the faid *A. B.* within this Manor, to the Value, *&c.* and that the faid *A. B.* have over of the customary Lands of the faid *N. H.* within this Manor, to the Value, *&c.* And the faid *N. H.* in Mercy, *&c.* And upon this the faid *W. P.* prays a Precept to caufe him to have full Seifin of the faid Tenements with the Appurtenances, to be directed to the Officer of the Court: And it is granted to him, returnable here without Delay, *&c.*

Precept of
Seifin.

Return of the And afterwards, to wit, on this fame Day and
Precept. Year, *&c.* the faid *W. P.* in his proper Perfon came here

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here into Court; and the Officer of the said Court certified to the Court, that he, by Virtue of the said Precept to him thereupon directed, on this same Day, &c. had caused the said *W. P.* to have full Seisin of the said Tenements with the Appurtenances, as by the said Precept he was commanded: To which said *W. P.* Admittance, the Lord of the said Manor at this Court granted also Seisin by the Rod of the aforesaid Tenements, with the Appurtenances: To have and to hold the said Premises, with the Appurtenances, to the said *W. P.* his Heirs and Assigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent, &c. Fealty, Suit of Court, and other Services due and of Right accustomed: And for his Entry he thereupon gave to the Lord for a Fine as appears, &c. and he did Fealty, and is thereupon admitted Tenant, &c.

And afterwards at this same Court the said *R. W.* Defendant *A. D.* and *N. H.* came and remised, released, and in- and Vouchees tirely for them and their Heirs for ever quit-claimed to release to the said *W. P.* in his full and peaceable Possession and Plaintiff. the said *W. P.* in his full and peaceable Possession and Seisin, being all their Right, Title, Claim, Interest, and Demand whatsoever, which they ever had, now have, or by any Means may hereafter have, of or in the said Tenements, with the Appurtenances, or any Parcel thereof, so that neither they nor any of them, nor the Heirs of them or either of them, any Right, State, Title, Claim, Interest or Demand, of or in the said Tenements, with the Appurtenances, or any Part thereof, have, or ought hereafter to have, but from and all Actions of Law, Title, Claim, Use, Interest Demand therein, are, and each of them is, for ever barred by these Presents.

And afterwards at the same Court came the said Plaintiff sur- renders to one *W. P.* in his proper Person, and in full and open of the Defen- Court surrendered by the Rod into the Hands of the dants, and Lord of the said Manor, by the Hands of his said Admittance Steward, according to the Custom of the said Manor, upon it. all and singular the said Premises, with the Appurte- nances,

nances, to the Use and Behoof of the said *A.* his Heirs and Assigns for ever: And now at this Court came the said *A. B.* in his proper Person, and prays to be admitted to the said Tenements: To whom the Lord by his said Steward thereupon granted Seisin by the Rod: To have and to hold the said Tenements, with the Appurtenances, to the said *A. B.* his Heirs and Assigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent, &c. Fealty, Suit of Court, and other Services therefore due and of Right accustomed: And for his Entry thereupon he gave to the Lord for a Fine as appears, &c. and he did Fealty, and is thereupon admitted Tenant, &c.

Surrender by him to another, and Admittance.

And further, At the same Court came the said *A. B.* in his proper Person, and in full and open Court surrendred by the Rod into the Hands of the Lord of the said Manor, by the Hands of his said Steward, according to the Custom of the said Manor, all and singular the said Tenements, with his Appurtenances, to the Use and Behoof of *R. B.* of, &c. Gent. his Heirs and Assigns for ever. Upon which at this same Court came the said *R. B.* in his proper Person, and prayed to be admitted to the said Tenements, with the Appurtenances: To whom the Lord by his said Steward thereupon granted Seisin by the Rod; to have and to hold the said Tenements with the Appurtenances, to the said *R. B.* his Heirs and Assigns for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor by the yearly Rent, &c. Fealty, Suit of Court, &c. and other Services therefore due and of Right accustomed: And for his Entry thereupon he gave to the Lord for a Fine as appears, &c. and did Fealty, and is thereupon admitted Tenant, &c.

Another Recovery.

Afterwards, sitting the said Court, comes *D. S.* Gent. in his proper Person, and in open Court complains against the said *F. S.* present here in Court, of a Plea of Land, to wit, of one Messuage, called, &c.

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as also of forty Acres of Land, twenty Acres of Meadow, and thirty Acres of Pasture, with the Appurtenances, in, &c. within the Jurisdiction of this Court : And he made Protestation to prosecute his said Suit in the said Court, in the Form and Nature of the Writ of our Lord the King of Entry upon a *Disseisin in le Poss.* at the Common Law, according to the Custom of the said Manor ; and he found Pledges to prosecute his said Plaint, to wit, *J. D.* and *R. R.* and prays Process thereupon to be made for him according to the Custom of the said Manor, against the said *F. S.* to be directed, &c. returnable, &c. And it is granted to him : And the said *F. S.* present here in this same Court freely appears to the said Plea.

And upon this the said *D. S.* in his proper Person Count against demands against the said *F. S.* the said Tenements with Tenant. the Appurtenances, in, &c. afore said, within the Jurisdiction of this Court, as his Right and Inheritance, according to the Custom of the said Manor, and into which the said *F. S.* has not Entry, but after the *Disseisin* which *J. N.* thereof unjustly and without Judgment did to the said *D.* within thirty Years last past : And whereupon he says, that he was seised of the said Tenements with the Appurtenances in his Demesne as of Fee and Right, in the Time of Peace, in the Time of the present King, &c. by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he brings Suit, &c.

And upon this the said *F. S.* in his proper Person Tenant comes and defends his Right when, &c. and thereupon vouches to vouches to Warranty *S. B.* who is present here in Warranty. Court, and freely warrants the said Tenements to him, with the Appurtenances. And upon this the said *D. S.* Count against demands against the said *S. B.* Tenant, by his War- Vouchec. ranty, the said Tenements with the Appurtenances, in Form afore said ; and whereupon he says, that he was seised of the said Tenements with the Appurtenances in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in

The Complete Court-Keeper: Or,

the Time of Peace, in the Time of the present King, by taking the Profits thereof to the Value, &c. And into which, &c. And thereof he brings Suit, &c.

*You see
vouches over.*

*Count against
second Vou-
chee.*

*Common
Vouchee
pleads, Non
disseisivit.*

Imparlance.

*Common
Vouchee
makes De-
fault.
Judgment.*

And upon this the said *S. B. Tenant*, by his Warranty comes and defends his Right when, &c. and further vouches thereupon to Warranty *J. C.* who is also present here in Court in his proper Person, and freely warrants to him the said Tenements with the Appurtenances. And upon this the said *D. S.* demands against the said *J. C. Tenant*, by his Warranty, the said Tenements with his Appurtenances in Form aforesaid; and whereupon he says that he was seised of the said Tenements with the Appurtenances in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in the Time of Peace, in the Time of the present King, by taking the Profits thereof to the Value, &c. and into which, &c. And thereof he brings Suit, &c.

And upon this the said *J. C. Tenant*, by his Warranty comes here in the said Court in his proper Person, and defends his Right when, &c. and says, that the said *J. N.* did not disseise the said *D. S.* of the said Tenements with the Appurtenances, as the said *D. S.* by his Writ and Declaration aforesaid above supposes: And of this he puts himself on the Homage of the Court of the said Manor. And thereupon the said *D. S.* craves Leave to imparl here until Two of the Clock in the Afternoon of the same Day: And it is granted to him, &c. The same Hour is given to the said *J. C. &c.*

And afterwards, to wit, at Two of the Clock in the Afternoon of the same Day, the said *D. S.* came again here into Court in his proper Person; and the said *J. C.* although solemnly demanded, came not again, but departed in Contempt of the Court, and made Default: Therefore according to the Custom of the said Manor it is considered by the Court here, that the said *D. S.* do recover his Seisin against the said *F. S.* of the Tenements aforesaid with the Appurtenances;

purtenances; To have and to hold to the said *D. S.* and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, quit from the said *F. S.* and his Heirs for ever: And that the said *F. S.* have of the Land of the said *S. B.* to the Value, &c. within, &c. and that the said *S. B.* have over of the Land of the said *J. C.* to the Value, &c. within, &c. and that the said *J. C.* be in Mercy, &c. And upon Precept of this the said *D. S.* prays a Precept to be directed to the Seisin. Officer of the Court of the said Manor, to cause him to have full Seisin of and in the said Tenements, with the Appurtenances: And it is granted to him, returnable here without Delay, &c.

And afterwards, to wit, on this same Day, came Return there. here into Court the Officer of the said Court, to wit, of. *T. S.* Bailiff there, and returned the said Precept to him thereupon directed in all Things served and executed in Form of Law; to wit, that he by Virtue of the said Precept on this same Day had caused the said *D. S.* to have full Seisin of and in the said Tenements, with the Appurtenances so recovered, as he was above commanded. And upon this now at this same Court Admittance. came the said *D. S.* in his proper Person, and humbly prayed to be admitted to the said Premises, with the Appurtenances, according to the Form and Effect of the said Recovery: And the Lord of the said Manor, in full Execution of the said Recovery, and according to the Custom of the said Manor, by his said Steward thereupon granted to him Seisin by the Rod; To have and to hold all and singular the said Premises, with the Appurtenances, to the said *D. S.* his Heirs and Assigns, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs therefore due and of Right accustomed: And he gave to the Lord for a Fine, &c. is thereupon admitted Tenant, and did Fealty to the Lord.

And afterwards, to wit, at this same Court came Surrender and the said *F. S.* *S. B.* and *J. C.* in their proper Persons, Release by the
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and here in open Court surrender by the Rod into the Hands of the Lord of the said Manor, by the Hands of his Steward, all and singular the said Premises, with the Appurtenances, to the Use and Behoof of the said *D. S.* his Heirs and Assigns for ever ; and further, for them and each of them, their and each of their Heirs, Executors and Administrators, severally and respectively, fully, freely and absolutely remise, release, and for ever quit-claim to the said *D. S.* in his full and peaceable Possession and Seisin being, and to his Heirs and Assigns, all the Right, Estate, Title, Interest, Claim and Demand whatsoever of them the said *F. S. S. B.* and *J. B.* and of each of them, of, in or to the said Premises, with the Appurtenances, or any Part or Parcel thereof ; and also all and all Manner of Error and Errors, Cause and Causes of Error and Errors, Misprisions, Defaults, and erroneous Proceedings, whatsoever and howsoever had, committed, omitted, permitted or done in the said *Plaint, Plea, Process, Judgment and Execution* aforesaid, or either of them.

Surrender by the Demandant. And afterwards the said *D.* at this same Court comes in his proper Person, and in open Court surrenders into the Hands of the Lord of the said Manor, by the Hands of the Steward by the Rod, according to the Custom of the said Manor, all and singular the said Premises, with the Appurtenances, in Form aforesaid recovered, to the Use and Behoof of the said *S. B.* and of *C. G.* whom the said *S. B.* with Divine Permission will shortly marry, for and during the Term of their Lives, and of the Life of the longer Liver of them, and the Heirs of the Body of the said *S.* on the Body of the said *C. G.* to be lawfully begotten ; and for Default of such Issue, then to remain to the said *S. B.* and his Heirs for ever. Which said *S. B.* and *C. G.* present here in Court, humbly pray to be admitted to the said Premises, with the Appurtenances, according to the Form and Effect of the said Surrender ; To whom the Lord of the said Manor

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nor by his said Steward granted and delivered thereupon Seisin by the Rod ; To have and to hold to the said *S. B.* and *C. G.* for and during their Lives, and the Life of the longer Liver of them, and to the Heirs of the Body of the said *S. B.* on the Body of the said *C. G.* to be lawfully begotten ; and for Default of such Issue, then to remain to the said *S. B.* and his Heirs for ever, of the Lord by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Services and Customs thereupon due and of Right accustomed : And they gave to the Lord for a Fine, &c. are thereof admitted Tenants, and did Fealty to the Lord.

A Table of Fees.

			l. s. d.
Steward's Fees.	F OR every Warrant, or entring Plaint,		0 0 8
	For every <i>Distringas</i> , or Attachment,		0 0 8
	For every Special <i>Distringas</i> , or Attachment,		0 1 8
	Warrant of Attorney,	_____	0 0 4
	Bond for Appearance,	_____	0 1 0
	Entring Effoins for every Name,	_____	0 0 1
	Entring Imparlance,	_____	0 1 0
	Copy of every Declaration,	_____	0 1 0
	Allowing every Answer,	_____	0 1 0
	Copy of every Answer,	_____	0 1 0
	Allowing the Replication,	_____	0 1 0
	Copy of the Replication, and allowing of } the Rejoinder, &c. and of the Rest, }		0 2 0
	Entring a Rule,	_____	0 0 4
	Entring a Default,	_____	0 0 4
	Entsing a Nonsuit,	_____	0 0 4
	<i>Subpœna</i> for Witnesses,	_____	0 0 8
	And for every Oath,	_____	0 0 4
	<i>Venire facias</i> ,	_____	0 2 0
	Return of the <i>Venire</i> ,	_____	0 2 0
	Entring Judgment,	_____	0 2 0
Attorney's Fees.	<i>Fieri facias</i> ,	_____	0 2 0
	<i>Scire facias</i> ,	_____	0 2 0
	<i>Superfedeas</i> ,	_____	0 2 4
	Transcript upon a Plaint and Allowance,	_____	0 1 8
	Allowing a Writ of false Judgment,	_____	0 6 8
	Fee for his Appearance,	_____	0 2 0
	Drawing every Declaration,	_____	0 1 0
	Drawing every Plea,	_____	0 1 0
	Drawing the Replication,	_____	0 1 0
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Land-Steward's Assistant.

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Drawing the Rejoinder,	_____	_____	0 1 0
Drawing the Sur-rejoinder,	_____	_____	0 1 0
For every Court-day, wherein he proceeds in } the Action, allowed as his Fee,	_____	_____	0 2 0

For executing every Summons of the Plain- tiff,	_____	_____	_____	0 0 4	Bailiff's Fees.
And of the Defendant,	_____	_____	_____	0 0 8	
Executing a <i>Distringas</i> , or Attachment of the Plaintiff,	_____	_____	_____	0 0 4	
Of the Defendant,	_____	_____	_____	0 0 8	
A <i>Venire facias</i> ,	_____	_____	_____	0 2 0	
If tried for the Return,	_____	_____	_____	0 2 0	
A <i>Fieri facias</i> ,	_____	_____	_____	0 2 0	
A <i>Scire facias</i> ,	_____	_____	_____	0 2 0	
A Replevin,	_____	_____	_____	0 2 0	
Jury, each Man,	_____	_____	_____	0 0 8	

P R E-

P R E C E D E N T S.

Of Enfranchisements, Contracts, Conditions, Covenants, Leases for Lives, Leases for Years, and Assignments, Mortgages, and Surrenders of such Leases: And also of Copies of Court-roll in Special Cases, used by the Land-steward.

A Deed of Bargain and Sale by a Lord of a Manor, to three of his Tenants of certain Copyholds; whereby he enfranchises them. Proviso not to extend to any other Copyholds than those specified.

THIS Indenture, made the fourteenth Day of April in the Year of our Lord 1764, and in the fourth Year of the Reign of King George the Third, Between *A. A.* of — in the County of —, Esq; of the one Part, and *D. D.* of — in the County of —, Esq; *G. G.* of — in the County of —, Esq; and *L. L.* of — in the County of —, Esq; of the other Part: Whereas the said *A. A.* is lawfully seised to him and his Heirs in Fee-simple of the Manor of *O.* in the County of *P.* and the said *D. D.* *G. G.* and *L. L.*

are

are and stand seised to them and their Heirs, according to the Custom of the said Manor, of and in (amongst others) the several Parcels of Lands, Grounds and Hereditaments herein after granted, bargained and sold, or mentioned so to be (being Copyhold Lands, lying and being within and Parcel of the said Manor) as by the Court-rolls of the said Manor it does appear: **And whereas** the said *A. A.* for the Consideration herein after expressed, hath agreed with the said *D. D. G. G.* and *L. L.* that the said several herein after granted, bargained and sold, Parcels of Land, Ground and Hereditaments, shall be enfranchised, and from henceforth for ever hereafter stand and be freed and discharged of and from all and all Manner of Fines, Heriots, Rents, Suits, Services and Customs whatsoever, and be and continue as Freehold Lands: **Now** this Indenture witnesseth, That in Pursuance and Performance of the aforesaid Agreement, and for the Purpose and to the Intent aforesaid, and also for and in Consideration of the Sum of 300*l.* of lawful Money of Great Britain to him the said *A. A.* at or before the Sealing and Delivery of these Presents, in Hand well and truly paid by the said *D. D. G. G.* and *L. L.* or some or one of them, the Payment and Receipt whereof he the said *A. A.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *D. D. G. G.* and *L. L.* their Heirs, Executors, Administrators and Assigns, and every of them for ever, by these Presents, he the said *A. A.* **Doth** granted, bargained, sold and confirmed, and by these Presents **Doth** grant, bargain, sell and confirm, unto the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, **All** those several Parcels of Land and Ground, lying and being in the said Parish of *O.* and herein after particularly described, buried and bounded, containing together in the Whole by Estimation Thirty Acres, be the same more or less; that is to say, **All** those two several Parcels of Land or Ground lying and being in an Inclosure commonly called *2. Field*, each of which said Parcels of Land or Ground

Ground doth contain about one Acre more or less; and one of the said Parcels of Land or Ground doth abut upon an Inclosure, now or late, or some Time, of *R. R.* Widow, on the North West Part, and upon half an Acre of Land or Ground of *S. S.* Widow, and *S. S.* Spinster, her Daughter, and *T. T.* or some or one of them, on the South East Part; and the other of the said two Parcels of Land or Ground doth abut upon an Acre of Freehold Land lately belonging to *V. V.* on the North West Part, and upon an Acre of Land or Ground lately belonging to *W. W.* Widow, on the South East Part; [*here follows a long Description, by deriving the Title of the Tenants*] And also all that the said Parcel of Land or Ground lately belonging to the said *S. S.* Widow, *S. S.* Spinster, and *T. T.* or some or one of them, also lying and being in *Q. Field* aforesaid, and containing about one Acre, more or less, and abutting upon the North West Part upon the first of the said two first herein before-mentioned Parcels of Land or Ground, and on the South East Part upon an Acre of Land, now or late, or some Time belonging to the said *R. R.* lying in *Q. Field* aforesaid; [*here follow more Parcels*] or howsoever otherwise the said Lands, Grounds, Hereditaments and Premises, or any of them, are or have been called, known or distinguished, or howsoever otherwise the same, or any of them, are abutted or bounded; And all Plantations and Trees of what Kind and Nature soever, Hedges, Ditches, Ways, Passages, Waters, Water-courses, Commons, Profits, Commodities, Emoluments, Liberties, Privileges, Advantages and Hereditaments whatsoever, to the said Lands, Grounds, Hereditaments and Premises, or any of them, belonging or in any wise appertaining, or with them or any of them used, occupied, possessed or enjoyed, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said hereby granted Lands, Grounds, Hereditaments and Premises, and of every of them, and of every Part thereof, and all the Estate, Right, Title, Interest,

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Interest, Use, Trust, Possession, Freehold, Inheritance, Claim and Demand whatsoever, both in Law and Equity, of him the said *A. A.* in, unto, or out of the same Lands, Grounds, Hereditaments and Premises, or any of them, or any Part thereof; ~~He~~ *have and to hold* the said Lands, Grounds, Hereditaments, and all and singular other the Premises hereby granted, bargained and sold, or meant, mentioned or intended so to be, with their and every of their Appurtenances, unto the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, to the only Use and Behoof of them the said *D. D. G. G.* and *L. L.* and of their Heirs and Assigns for ever, freely, clearly and absolutely enfranchised, acquitted and discharged by these Presents, from henceforth for ever hereafter, of and from all and all Manner of yearly and other Payments, Rents, Quit-rents, Chief-rents, customary or Copyhold Rents, Fines, Heriots, Fealty, Suit of Court, and all other usual and customary or Copyhold Payments, Duties, Services or Customs whatsoever, which by or according to the Custom of the said Manor of *O.* the said Parcels of Land, Ground, Hereditaments and Premises hereby granted, bargained and sold, or any of them, is or are, or hath or have been, or ought otherwise to be subject or liable to, or charged with, or which otherwise ought to be paid, done or performed, for or in respect of the same Parcels of Land, Ground, Hereditaments and Premises, or any of them, or any Part thereof, as Copyhold, holden of or as Parcel of the said Manor. ~~Provided~~ *provided* always, and 'tis the true Intent and Meaning of these Presents, and of the Parties hereunto, that these Presents, or any Clause, Matter or Thing herein contained, shall not extend, or be deemed, taken or construed to extend, to enfranchise or make free the remaining or any other Parts of the several Copyhold Lands or Tenements, not herein before granted, and now or late of them the said *D. D. G. G.* and *L. L.* or any of them, or to acquit or discharge the said remaining or other Parts from any Payments, Rents, Quit-rents, Fines,

Fines, Heriots, Fealty, Suit of Court, or any other Payments, Duties, Customs or Services, which by or according to the Custom of the aforesaid Manor, the said respective Copyhold Lands or Tenements, or any of them, have at any Time heretofore been subject or liable to, or charged with, or which have been or ought to have been paid, done or performed, for or in respect of the said respective Lands or Tenements, as Copyhold and Parcel of the said Manor; neither shall the yearly Quit-rents, whereby the said Lands or Tenements are severally holden, be apportioned, divided, lessened or extinguished by reason of these Presents, or of the Grant and Enfranchisement hereby made, but the same shall be paid, done and performed only out of and for and in respect of the said remaining Parts of the said Copyhold Lands or Tenements not hereby granted, and no Part thereof out of or for or in respect of the said hereby granted Lands, Grounds, Hereditaments and Premises, or any Part thereof: And the said *A. A.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, by these Presents, in Manner following, (that is to say) that he the said *A. A.* at the instant Time of the Sealing and Delivery of these Presents is and standeth rightfully, lawfully and solely seised to his own Use of a good, absolute, indefeasible and perfect Estate of Inheritance in Fee-simple of and in the Manor of *O.* aforesaid, without any Condition, Proviso, or any Use or Uses, Remainder or Remainders, Trust or Trusts, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, frustrate, determine, make void, or incumber the same in Law or Equity: And also that he the said *A. A.* now hath in himself good Right, full Power, and lawful and absolute Authority to grant, bargain, sell, and enfranchise all and singular the aforesaid several Parcels of Land, Ground, Hereditaments and Premises hereby, or mentioned to be hereby granted, bargained and sold, with their Appurtenances, unto them

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them the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, to the Use of them, their Heirs and Assigns for ever, according to the Purport and Intent of these Presents. And further, That they the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, shall and may now, and at all Times for ever hereafter, lawfully, peaceably and quietly enter into, have, hold, use, occupy, possess and enjoy all and singular the said Lands, Grounds, Hereditaments and Premises hereby, or mentioned to be hereby granted, bargained, sold and enfranchised, with their Appurtenances, and receive and take the Rents and Profits thereof, and of every Part thereof, to and for their own Use and Benefit, without the lawful Let, Suit, Trouble, Denial, Eviction or Interruption, of or by the said *A. A.* his Heirs or Assigns, or any of his Ancestors, and free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Alienations, Estates, Intails, Uses, Wills, Legacies, Statutes, Recognizances, Judgments, Extents, Outlawries, Executions, Rents, Annuities, Jointures, Dowers, and Right and Title of Dower, Fines, Seizures, Trusts, Amerciaments, Issues, Debts, and all other Estates, Interests, Titles, Demands, Charges and Incumbrances whatsoever, had, made, done, committed, omitted, procured, suffered, given or executed, or to be had, made, done, committed, omitted, procured, suffered, given or executed, by or against the said *A. A.* his Heirs or Assigns, or any of his Ancestors, or any other Person or Persons lawfully claiming or to claim, by, from or under him or them, or any of them; And also of, from and against all and all Manner of yearly and other Payments, Rents, Quit-rents, Chief-rents, Customary or Copyhold-rents, Fines, Heriots, Fealty, Suit of Court, and other customary or Copyhold Duties, Services or Customs whatsoever, which by or according to the Custom of the Manor aforesaid the said hereby bargained and sold Premises, or any of them, have or hath been,

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or ought otherwise to have been subject or liable to, or charged with, or which otherwise ought to have been paid, done or performed, for or in respect of the same Premises, or any Part thereof, as Copyhold holden of, and as Parcel of the said Manor : **And moreo**
over that he the said *A. A.* and his Heirs, and all other Persons having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title, Trust or Interest, at Law or in Equity, of, in, to or out of the said herein before granted, bargained, and sold Premises or any Part thereof, from, by or under, or in Trust for him, them, or any of them, or any of his Ancestors, shall and will from Time to Time, and at all Times hereafter, during the Space of ten Years next ensuing the Date hereof, upon every reasonable Request, and at the Costs and Charges of them the said *D. D. G. G.* and *L. L.* or any of them, their or any of their Heirs or Assigns, make, do, or execute, or cause or procure to be made, done or executed, all and every such further and other lawful and reasonable Acts, Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute granting, conveying, enfranchising and assuring of the same Premises, with their Appurtenances, unto and to the Use of them the said *D. D. G. G.* and *L. L.* their Heirs and Assigns, be the same by Fine, Feoffment, Bargain and Sale inrolled, common Recovery, or otherwise howsoever, as by the said *D. D. G. G.* and *L. L.* or any of them, their or any of their Heirs or Assigns, or any of their Counsel learned in the Law, shall be reasonably advised or devised and required, so as such further Assurances contain in them no further or other Warranty or Covenants than against the Person or Persons, his or their Heirs, who shall make or do the same, and so as the Party or Parties, who shall be requested to make such further Assurances, be not compelled or compellable to go or travel above five Miles from his or their then respective Dwellings or Places of Abode.
In Witness, &c.

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A common Chattel-Lease for fourscore and nineteen Years, if three Lives live so long.

THIS Indenture made, &c. Between T. L. of, &c. in the County of, &c. Esq; of the one Part, and E. C. of, &c. in the said County of, &c. Gent. of the other Part, Witnesseth, That the said T. L. as well for and in Consideration of the Surrender of a former Lease granted by A. L. of, &c. Esq; unto C. F. of, &c. Yeoman, of the Land and Premises herein after demised, for the Term of fourscore and nineteen Years, determinable on the several Deceases of the said F. C. and E. C. and A. C. his Sons, as also for and in Consideration of the Sum of forty Pounds of lawful Money of Great Britain unto him the said T. L. in Hand well and truly paid by the said F. C. at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said T. L. doth hereby acknowledge, and thereof doth acquit and discharge the said E. C. his Executors, Administrators and Assigns, by these Presents, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let unto the said E. C. All that Messuage or Tenement, with an Orchard, Garden and Close called H. Close, thereunto adjoining, containing by Estimation six Acres, or thereabouts, situate, lying and being in, &c. aforesaid; and now or late in the Tenure or Occupation of the said E. C. his Assignee or Assignees: (Except twenty Lug of Ground, with a House thereupon erected, and formerly by him the said E. C. surrendered, and afterwards granted to J. L. And also twenty Lug of Ground more, formerly likewise by him the said E. C. surrendered, and afterwards granted to M. C. And also all Timber-trees, and all young Trees fit and proper to be raised and preserved for Timber-trees, together with their Tops and Shrouds now standing, growing, or being, or

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which shall hereafter stand, grow, or be in or upon the said Premises, or any Part thereof, with free Liberty to sell, cut down, take and carry away the same, at all seasonable and convenient Times, unto the said *T. L.* his Heirs and Assigns, always excepted and reserved) ; **To have and to hold** the said Messuage or Tenement, Garden, Orchard and Premises, before granted, and every Part and Parcel thereof, with the Appurtenances, (except before excepted) unto the said *E. C.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended ; if he the said *E. C. M.* his Wife, and *E.* his Son, or any or either of them shall so long happen to live ; **Yielding and paying** therefore yearly, during the said Term hereby granted unto the said *T. L.* his Heirs and Assigns, the Rent or Sum of four Shillings of lawful Money of *Great Britain*, at and upon the Feast Days of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the Archangel, by even and equal Portions ; **And doing** Suit and Service to the Court and Courts of the said *T. L.* his Heirs and Assigns, to be from Time to Time holden in and for the Manor of, &c. aforesaid ; and there to be ordered and justified in all Things touching the said Premises, as other the Tenants of the said Manor for their respective Estates are, shall, or ought to be. **And** if it shall happen the said yearly Rent of four Shillings to be behind and unpaid in Part or in the Whole, by the Space of thirty Days next after either of the said Feasts or Days of Payment, on which the same ought to be paid as aforesaid, being lawfully demanded, and not paid, and no sufficient Distress or Distresses in or upon the said Premises can or may be found, whereby the same may be levied ; that then, and at all Times from thenceforth, it shall and may be lawful to and for the said *T. L.* his Heirs and Assigns, into the before demised Premises, with the Appurtenances, wholly to re-enter, and the same to have again,

again, repossess and enjoy, as in his or their former Right and Estate; And the said *E. C.* Party to these Presents, his Executors, Administrators and Assigns, from and out of the same from thenceforth utterly to expel, amove, and put out; this Indenture, or any Thing therein contained to the contrary thereof in any wise notwithstanding. And the said *E. C.* Party to these Presents, for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said *T. L.* his Heirs and Assigns, by these Presents, That he the said *E. C.* his Executors, Administrators and Assigns, or some or one of them, at his and their or some or one of their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend, and keep the before demised Premises, and every Part and Parcel thereof, with the Appurtenances, in, by and with all and all manner of needful and necessary Reparations whatsoever, when and as often as Need shall require, and the same so well and sufficiently repaired, maintained, sustained, upheld and kept, in the End, Expiration, or other sooner Determination of the said Term hereby granted unto the said *T. L.* his Heirs and Assigns, shall and will leave and yield up. And the said *T. L.* doth for himself, his Heirs and Assigns, and for every of them, covenant, promise and grant, to and with the said *E. C.* Party to these Presents, his Executors, Administrators and Assigns, by these Presents, That (for and under the Rent, Covenants and Agreements before, in and by these Presents mentioned and contained) it shall and may be lawful to and for the said *E. C.* his Executors, Administrators and Assigns, from Time to Time, and at all Times during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the before demised Premises, and every Part and Parcel thereof, with the Appurtenances, (except before excepted) without the lawful Let, Suit, Trouble, Interruption

ruption or Denial of the said *T. L.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title or Interest from, by or under him, them, or any or either of them. *In Witness, &c.*

In the Tenant's Covenant above for Repairs, if it be Land only, then say, [Well and sufficiently repair, amend, maintain, hedge, ditch, cleanse, and keep all the Hedges, Ditches and Fences of the before demised Premises, when and as often as Need or Occasion shall be or require, and the same so well and sufficiently repaired, amended, maintained, hedged, ditched, cleansed and kept, at the End, Expiration, &c.] *ut supra.*

There needs no Acquittance on the Backside for the Purchase-money.

*Tenant's Covenant to entertain the Steward,
in a Chattel-Lease of the capital Messuage
of the Manor.*

AND also that he the said *J. L.* his Executors, Administrators and Assigns, shall and will at his and their own proper Costs and Charges, from Time to Time, and at all Times during the said Term hereby granted, find and provide to and for the Steward and Officers of the said *T. L.* his Heirs and Assigns, for the Time being, at such Time as they shall come to keep Court, or survey the said Manor of, &c. sufficient and convenient Man's Meat, Horse-meat, and Lodging, so as they exceed not the Number of six Persons and Horses at any such Time, and so as they come thither not above twice in any one Year, and continue there not above one Day and one Night at any of those Times.

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A large Lease for Fourscore and nineteen Years, if three Lives live so long; with Variety of good Covenants.

THIS Indenture made, &c. Between *A. B.* the Younger, (eldest Son and Heir of *A. B.* the Elder) of, &c. Esq; and Lord of the Manor of, &c. of the one Part, and *A. F.* of, &c. aforesaid, Yeoman, of the other Part, Witnesseth, That the said *A. B.* the Younger, as well for and in Consideration of a Surrender lately made by the said *A. F.* and one *S. P.* of, &c. unto him the said *A. B.* of all the Estate, Right, Title and Interest which they claimed to hold for their Lives, of and in the Messuage or Tenement, and Premises, with the Appurtenances herein after mentioned, by Copy of Court-roll, granted by, &c. bearing Date, &c. as also for and in Consideration of the Sum of, &c. of lawful Money, &c. unto him the said *A. B.* the Younger in Hand well and truly paid by the said *A. F.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* the Younger doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *A. F.* his Executors, Administrators and Assigns for ever, by these Presents, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said *A. F.* All that Messuage or Tenement, with an Orchard, and about thirteen Acres of Land, Meadow and Pasture, be it more or less, and five Acres of Woods by Allotment, to be had and cut out of the common Woods of the Manor of, &c. aforesaid, to the said Messuage or Tenement belonging, situate, lying and being in, &c. aforesaid, and late in the Tenure of, &c. deceased, his Assigns or Under-tenants; and also all Ways, Waters, Water-courses, Paths, Passages, Easements, Profits, Commons, Commodities

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and

and Appurtenances whatsoever, unto the said Messuag^e or Tenement, or any Part thereof, now or at any Time heretofore belonging or appertaining; Except and always reserved out of this present Demise and Grant unto the said *A. B.* the Younger, his Heirs and Assigns, all Timber-trees, and Trees likely to prove Timber, now standing, growing or being, or which shall or may at any Time hereafter stand, grow or be, in or upon the said Premises, or any Part thereof, (other than such Boots as is herein after mentioned) and also all Mines and Quarries of Stone and Salt, and all other Mines whatsoever, in or upon the said Premises, or any Part thereof, with Liberty to cut down, dig up, and carry away the same at seasonable Times; he the said *A. B.* the Younger, his Heirs or Assigns, paying unto the said *A. F.* his Executors, Administrators and Assigns, such reasonable Damages as shall be adjudged by two indifferent Persons, one to be chosen by the said *A. B.* the Younger, his Heirs or Assigns, and the other by the said *A. F.* his Executors, Administrators or Assigns; and also free Liberty of Hawking, Hunting, Fishing and Fowling in and upon the said Premises, and every or any Part thereof; **Do have and to hold** the said Messuage or Tenement, and Premises, and every Part thereof, with the Appurtenances, (except before excepted) unto the said *A. F.* his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during and unto the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended; if he the said *A. F.* aged about thirty Years, *J. F.* his Son, aged about ten Years, and *W. M.* Son of, &c. of, &c. aged about twenty Years, or any or either of them, shall so long happen to live: **Yielding and paying** therefore yearly and every Year during the said Term hereby granted unto the said *A. B.* the Younger, his Heirs and Assigns, the Rent or Sum of, &c. of lawful Money, &c. at and upon the two most usual Feasts or Terms in the Year, that is to say, the Feast of the Annunciation of the blessed Virgin

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Virgin *Mary*, and *St. Michael* the Archangel, by even and equal Portions; the first Payment thereof to begin and be made at the Feast of the Annunciation of the blessed Virgin *Mary* next coming: And also yielding and paying at and upon the Death or Decease of the said *A. F.* the best Beast or Goods of the said *A. F.* or in Lieu thereof the Sum of, &c. in Money, at the Election of the said *A. B.* his Heirs and Assigns, for and in the Name of an Heriot; and also at and upon the Death or Decease of the said *J. F.* (he dying after the said *A. F.*) the best Beast or Goods, or in Lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot; and also at and upon the Death or Decease of the said *W. M.* (he dying after the said *A. F.* and *J. F.*) the best Beast or Goods, or in Lieu thereof the like Sum of, &c. in Money, for and in the Name of another Heriot: And also yielding, doing and performing, upon reasonable Summons and Warning, Suit, Service and Attendance, to and at all and every the Court and Courts to be holden during the said Term, for and within the said Manor of, &c. and to be sworn with the Homage, and be ordered and justified in all Things by such reasonable Orders and Ordinances, as by the Steward and Homage for the Time being shall be from Time to Time made and agreed upon; and as other the Tenants of the said Manor are or ought to be by the Law, Custom and Usage of the said Court and Courts: And also yielding, doing and performing, from Time to Time, and at all Times during the said Term, Suit, Toll, Custom and Service, to and at the Water Grist-mill of and belonging to the Lord of the said Manor, by grinding all his and their Corn and Grain there. All which Rents, Heriots, Reservations, Clauses and Agreements, which on the Part and Behalf of the said *A. F.* his Executors, Administrators and Assigns, are and ought to be paid, yielded, done, observed, performed and kept, he the said *A. F.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise, grant and agree to and with the

said *A. B.* the Younger, his Heirs and Assigns, well and truly to yield, pay, do, observe, perform and keep, according to the true Intent and Meaning of these Presents. And if it shall happen the said yearly Rent, or Sums of Money for Heriots, or any Part thereof, to be behind and unpaid in Part, or in the Whole, by the Space of eight and twenty Days next after either of the said Feasts or Days of Payment, whereon the same should or of Right ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said Premises can or may be found, whereby the same may be levied : And if the said *A. F.* his Executors or Administrators, do or shall alien, let, set, assign, or demise the said Premises, or any Part thereof, to any Person or Persons whatsoever, (other than to or in Trust for the said *J. F.* and *W. M.*) for any longer Time or Term than one whole Year at any one Time, without the special Licence and Consent of the said *A. B.* the Younger, his Heirs or Assigns, or of the Steward of the said Manor for the Time being, first had and obtained in Writing under his or their Hands and Seals for the doing thereof ; That then, and from thenceforth, for either of the Causes aforesaid, it shall and may be lawful to and for the said *A. B.* the Younger, his Heirs and Assigns, into and upon the said demised Premises, or into any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, re-possess and enjoy, as in his or their first and former Estate, Right, Title and Degree ; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *A. F.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *A. B.* the Younger, his Heirs and Assigns, in Manner following ; that is to say, that he the said *A. F.* his Executors, Administrators and Assigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from Time to Time, and at all Times, during the said Term hereby granted, determinable as aforesaid, well
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and sufficiently repair, maintain, sustain, uphold, amend, fence, hedge, ditch, and keep all and singular the before demised Messuage, or Tenement and Premises, in all and all Manner of needful and necessary Reparations and Amendments whatsoever, when and as often as Need shall require (having and taking, in and upon the said Premises, sufficient Boots for the doing thereof, if the same be there to be had, without committing any Waste or Spoil, to be spent and employed in and upon the said Premises only, and not elsewhere) and the same being so well and sufficiently repaired, maintained, sustained, upheld, amended, fenced, hedged, ditched, and kept, at the **End**, Expiration, or other sooner Determination of the said Term hereby granted, unto the said *A. B.* the Younger, his Heirs or Assigns, shall and will peaceably and quietly leave, yield up, and surrender; **And** also that he the said *A. F.* his Executors, Administrators or Assigns, shall not, nor will at any Time, during the said Term hereby granted, do or commit, or permit or suffer to be done or committed, any wilful or voluntary Waste, Spoil or Destruction, in or upon the said Premises, or any Part thereof. **And** the said *A. B.* the Younger, for himself, his Heirs and Assigns, doth covenant, promise, grant and agree, to and with the said *A. F.* his Executors, Administrators and Assigns, by these Presents, That (for and under the yearly Rent, Heriots, Covenants and Agreements herein before mentioned and contained) he the said *A. F.* his Executors, Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the before-demised Premises, and every Part thereof, with the Appurtenances, (except before excepted) for and during all the said Term hereby granted, (determinable as aforesaid) without the Let, Suit, Trouble, Molestation, Disturbance or Denial of him the said *A. B.* the Younger, his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title or Interest therein, or thereunto, from, by or under him, them, or any of them, or from

from, by, or under *A. S.* late of, &c. deceased. And lastly, It is hereby covenanted and agreed, by and between the said Parties to these Presents, That the said *A. F.* shall and may have free Liberty to alter and exchange either of the Lives now in Being on the Premises aforesaid freely, without paying any Fine for the same to the said *A. B.* the Younger, his Heirs or Assigns: **Provided** such Alteration and Exchange of one of the said Lives be made within the Space of two Years next ensuing the Date of these Presents; and that all the said Lives now upon the Premises be at that Time living, and in good and perfect Health; but upon no other Conditions whatsoever; any thing herein contained to the contrary notwithstanding. In Witness, &c.

A Chattel-Lease for Fourscore and nineteen Years, if Three Lives live so long, from a Guardian in the Minority of the Lord, with a Covenant for the Tenant to build a House, &c.

THIS Adventure made, &c. Between *A. B.* of, &c. Esq; of the one Part, and *R. P.* of, &c. Yeoman, of the other Part, Witnesseth, That the said *A. B.* for and in Consideration of the Sum of, &c. of lawful Money, &c. to him in hand paid by the said *R. P.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof doth acquit and discharge the said *R. P.* his Executors and Administrators, by these Presents, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said *R. P.* All that Piece or Parcel of Ground, being sixty Foot square, lying and being in, &c. aforesaid, adjoining to the House of, &c. together with all Ways and Appurtenances thereto belonging: To have and to hold the said demised Premises,

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misses, and every Part thereof, with the Appurtenances, unto the said *R. P.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during and unto the full End and Term of Fourscore and nineteen Years from thence next ensuing, and fully to be compleat and ended, if he the said *R. P. M. P.* his Wife, and *D. P.* their Daughter, or any or either of them, shall so long happen to live: **Yielding and paying** therefore yearly and every Year, during the said Term hereby granted unto the said *A. B.* or such Person or Persons to whom the Inheritance of the said Premises shall belong, the Rent of one Shilling of lawful Money of *Great Britain*, at the two most usual Feasts or Terms in the Year; that is to say, the Feasts of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions: And also yielding and paying the like Sum of one Shilling of like lawful Money upon the Decease of every of them, the said *R. P. M. P.* and *D. P.* dying successively, as they are herein named for and in the Name of an Heriot; and also yielding, doing and performing, upon reasonable Summons and Warning, Suit, Service and Attendance, to and at all and every the Court and Courts to be holden during the said Term, for and within the said Manor of, &c. and there to be ordered and justified in all Things by such reasonable Orders and Ordinances as by the Steward and Homage for the Time being shall be from Time to Time made and agreed upon, and as other the Tenants of the said Manor are or ought to be by the Law, Custom and Usage of the said Court and Courts: And also yielding, doing and performing, from Time to Time, during the said Term, Suit, Toll, Custom and Service, to and at the Water Grist-mill of and belonging to the Lord of the said Manor, by grinding all his and their Corn and Grain there. **All which** Rents, Heriots, Reservations, Clauses and Agreements, which on the Part and Behalf of the said *R. P.* his Executors, Administrators and Assigns, are and ought to be paid, yielded, done, observed and kept, he the said *R. P.* for himself,

himself, his Executors, Administrators and Assigns, doth hereby covenant, promise, grant and agree, to and with the said *A. B.* his Heirs and Assigns, well and truly to yield, pay, do, observe, perform and keep, according to the true Intent and Meaning of these Presents : **And also** that he the said *R. P.* his Executors, Administrators or Assigns, shall and will, within the Space of one Year next ensuing the Date hereof, at his and their own proper Costs and Charges, well and sufficiently erect, build and set up, a good substantial House or Houses on the said demised Premises ; and the same being so erected, built and set up, as aforesaid, shall and will, from Time to Time, and at all Times, during the Term hereby granted, at his and their own proper Costs and Charges, well and sufficiently repair, uphold, maintain and keep, in and with all needful and necessary Reparations whatsoever, when and as often as need shall be or require, and at the End of the said Term, the same being so well and sufficiently repaired, upheld, maintained and kept, unto the said *A. B.* or such Person or Persons to whom the Inheritance of the said Premises shall belong, shall and will peaceably and quietly leave and yield up : **Provided** always, That if the said yearly Rent and Heriots, or any Part thereof, shall happen to be behind and unpaid, in Part or in the Whole, by the Space of one and twenty Days next after either of the said Feasts or Days of Payment, whereon the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress to be had or found in or upon the said demised Premises, whereby the same may be levied : Or if the said *R. P.* his Executors or Administrators, do or shall alien, let, set or assign or demise the said Premises, or any Part thereof, to any Person or Persons whatsoever, for any longer Term than one whole Year at any one Time, without the special Licence and Consent of the said *A. B.* or such Person or Persons to whom the Inheritance of the said Premises shall belong, first had and obtained in Writing under his or their Hands ; That then and from thenceforth, in either of the said Cases, it shall and may
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be lawful to and for the said *A. B.* or such Person or Persons to whom the Inheritance of the said Premises shall belong, into the said demised Premises, or into any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former Estate or Estates; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant, promise, grant and agree, to and with the said *R. P.* his Executors and Administrators by these Presents, That he the said *R. P.* his Executors, Administrators and Assigns, (for, by and under the yearly Rent, Heriots, Covenants, Provisions, Conditions and Agreements herein before mentioned and expressed) shall and lawfully may, peaceably and quietly have, hold, use, occupy, possess and enjoy the said demised Premises, and every Part thereof, with the Appurtenances, for and during the Term hereby granted, in Manner and Form aforesaid, without the lawful Let, Suit, Trouble, Molestation, Eviction, Ejection, Denial or Expulsion of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Right, Title or Interest, by, from, or under him, them, or any of them. In Witness, &c.

A Chattel-Lease in Reversion, with very good Covenants.

THIS Indenture made, &c. Between *A. B.* of, &c. Esq; of the one Part, and *J. C.* of, &c. Spinster, of the other Part, Witnesseth, That for and in Consideration of the Sum of, &c. of lawful Money, &c. unto him the said *A. B.* in Hand paid by the said *J. C.* the Receipt whereof he doth hereby confess and acknowledge, he the said *A. B.* hath demised, granted, and to Farm let, and by these Presents doth demise, grant, and to Farm let, unto the said *J. C.* All that Messuage, &c. wherein one *R. D.* formerly inhabited

inhabited and dwelt, and now in the Possession of *M. O.* or her Under-tenants, with all Houses, Edifices, Buildings, Gardens, Orchards, Backsides, Outlets, Lands, Meadows, Pastures, Commons, Commodities, Emoluments, Ways, Waters, Easements, and Appurtenances in, &c. aforesaid, to the said Messuage or Tenement belonging, or therewith usually held, letten or occupied, and accepted and taken as Part, Parcel or Member thereof, or of any Part thereof: All which said Premisses are now in the Possession of the said *M. O.* and which she holds for Term of her Life, or of some long Term of Years, determinable on her Death, (Excepting, and always reserving out of these Presents unto the said *A. B.* his Heirs and Assigns, all Timber-trees and Trees likely to be Timber, which now do, or hereafter shall stand, grow, or be in or upon the said demised Premisses, together with free Liberty of Ingress, Egress and Regress, to and for the said *A. B.* his Heirs and Assigns, to fell, cut and carry away the same, at fit and seasonable Times in the Year); **To have and to hold** all and singular the said Messuage, Tenement and Premisses above-mentioned, with the Appurtenances, (except before excepted) unto the said *J. C.* her Executors, Administrators and Assigns, from and immediately after the Death, Surrender, Forfeiture, or other Determination of such Estate of the said *M. O.* for and during the Term of Four-score and nineteen Years thence next and immediately ensuing and following, and fully to be complete and ended, if she the said *J. C.* and *T. R.* Son of, &c. of, &c. or either of them, shall happen so long to live: **Yielding and paying** therefore from and immediately after the Commencement of the said Term hereby granted, and during the Continuance thereof, unto the said *A. B.* his Heirs and Assigns, the yearly Rent of, &c. of lawful Money, &c. in and upon the Feasts of, &c. by even and equal Portions; and also yielding and paying at and upon the Death and Decease of each of them, the said *J. C.* and *T. R.* they dying after the Commencement of the said Term, and successively as they

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they are above named in these Presents, the Sum of, &c. of lawful Money, &c. for and in the Name of an Heriot. **And** if the said yearly Rent hereby reserved, or any Part thereof, or the said Money reserved for Heriots as aforesaid, or either of them, shall happen to be behind and unpaid in Part or in the Whole, by the Space of eight and twenty Days next after any or either of the said Days or Times of Payment thereof; whereon the same should or of Right ought to be paid as aforesaid, and no sufficient Distress or Distresses can or may be found in or upon the said demised Premises, or some Part thereof, whereby to levy the same with the Arrears thereof (if any shall happen to be); that then; and from thenceforth, it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, into the said Premises hereby demised, or any Part thereof, in the Name of the Whole, to re-enter, and the same Premises and every Part thereof to have again, re-possess and enjoy, as in his and their first and former Estate, Right, Title and Degree; any thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *J. C.* for herself, her Executors, Administrators and Assigns, doth covenant and grant to and with the said *A. B.* his Heirs and Assigns, That she the said *J. C.* her Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, unto the said *A. B.* his Heirs or Assigns, the said yearly Rent and Heriots above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents, clear of and over and above all Taxes and Reprizes whatsoever; **And** also, that she the said *J. C.* her Executors, Administrators and Assigns, shall and will at all Times, during the said Term hereby granted, well and sufficiently repair, uphold, amend, maintain, hedge, ditch, and keep all and singular the said Messuage, or Tenement and Premises hereby demised, in all and all Manner of needful and necessary Reparations and Amendments whatsoever, when and as often as Need shall require; and

and the same being so well and sufficiently repaired, upheld, amended, hedged, ditched and kept, at the End, Expiration, or other sooner Determination of the said Term unto the said *A. B.* his Heirs and Assigns, shall and will peaceably and quietly leave and yield up. And Also, that she the said *J. C.* her Executors, Administrators and Assigns, from Time to Time, and at all Times during the said Term, upon every reasonable Summons and Warning to her or them, to be given or left at the Messuage hereby demised, for her and them to be and personally appear, and do her and their Suit and Service at and unto all and every the Court and Courts of him the said *A. B.* his Heirs and Assigns, to be from Time to Time holden and kept for the Manor of, &c. aforesaid, shall and will then and there attend, and do and perform such reasonable Service as other Tenants of the said Manor have been accustomed or ought to do; And also shall and will observe, perform, and keep all and every such reasonable Orders and By-laws as shall be made at the said Court, or any of them, by the Homage of the said Court, or the greater Number of them; And in Default thereof, shall and will pay all such Amerciaments, Pains, Penalties and Forfeitures, as shall be set on, forfeited, or lost by reason of the Breach and Non-keeping of the said Orders and By-laws, or any of them; And shall not nor will do, commit, permit, or suffer to be done or committed, any Waste, Spoil or Destruction, in or upon the said hereby demised Premises, or any Part thereof. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *J. C.* her Executors, Administrators and Assigns, That she the said *J. C.* her Executors, Administrators and Assigns, shall and may from Time to Time, during the said Term, have and take in and upon the said Premises (if there to be found) sufficient Timber for repairing the said Messuage and Premises to be spent and used thereupon, and not elsewhere, without doing Waste; And also, that she the said *J. C.* her Executors, Administrators and Assigns, shall

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shall and may at all Times during the said Term hereby granted, by and under the yearly Rent, Heriots, Covenants, Conditions and Agreements herein contained, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Premises hereby demised, and every Part and Parcel thereof, with the Appurtenances (except before excepted), without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *A. B.* his Heirs and Assigns, or of any other Person and Persons whatsoever claiming in, by, from or under him, them, or any of them: ~~Provided~~ *always*, and upon Condition, that if the said *A. B.* his Heirs or Assigns, shall at any Time or Times after the Commencement of the said Term give Notice in Writing to the said *J. C.* her Executors or Administrators, or leave such Notice at her or their usual Place of Abode, or with the Tenant or Occupier of the greatest Part of the said hereby demised Premises, for the said *J. C.* or *T. R.* or one of them, to appear at the Court Baron of the said *A. B.* his Heirs or Assigns, to be holden for the Manor of, &c. *aforsaid.* And if after such Notice the said *J.* and *T.* or one of them, shall make Default or not appear at such Court, that then if the Occupiers of the said Premises hereby demised shall not within one Year after such Notice make it appear by the Oath of one or more credible Witness or Witnesses, that the said *J. C.* and *T. R.* or one of them, is in full Life, that then and from thenceforth these Presents, and every Thing herein contained, shall cease and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. *In* witness, &c.

Another Chattel Lease in Reversion of two Third Parts of a large Meadow, &c. with several Habends and Reddends, &c.

THIS Indenture made, &c. Between J. M. of, &c. Esq; of the one Part, and G. H. of, &c. Yeoman, of the other Part, Witnesseth, That the said J. M. for and in Consideration of the Sum of, &c. of lawful Money, &c. unto him in Hand paid by the said G. H. the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and discharge the said G. H. his Executors and Administrators, by these Presents Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said G. H. All that the Third Part (in three Parts to be divided) of one hundred and twenty Acres of Pasture-ground heretofore undivided, and Parcel of the North Part of that great Ground of Pasture commonly called or known by the Name of, &c. lying and being within the Manor of, &c. in the said County of, &c. the same third Part of the said Number of one hundred and twenty Acres, to begin and be taken at and from the East-end of the same North Part of the same Ground, and so to extend downwards towards the Sea there, until the same Third Part of the said Number of one hundred and twenty Acres be made up and complete, according to the Measure of fifteen Foot to every Rod, as the same is now in the Possession of the said G. H. his Assigns or Under-tenants, by Virtue of one Indenture or Lease bearing Date, &c. made and granted by, &c. unto R. N. then of, &c. for the Term of fourscore and nineteen Years, determinable on the Deaths of S. N. M. N. and R. N. Sons and Daughter of the aforesaid R. N. And also all that other Third Part (in three Parts to be divided) of the said one hundred and twenty Acres of Pasture-ground, &c. [ut supra] with all Ways, Waters, Watercourses, Paths, Pastures,

sages, Easements, Profits, Commons, Commodities and Appurtenances whatsoever, unto the said Premises or any Part thereof belonging or in any wise appertaining: **To have and to hold** the said first mentioned Third Part of the said one hundred and twenty Acres of the said North Part of the said Ground called, &c. and all other the Premises before-mentioned to be granted by the said first mentioned Indenture of Lease, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *G. H.* his Executors, Administrators and Assigns, (immediately from and after the Determination of the Estate of and in the same Premises, by the said first mentioned Indenture of Lease before-mentioned to be granted by the said, &c. unto the said *R. N.*) for, by and during, and unto the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended, if *G. H.* Son of the said *G. H.* Party to these Presents, shall so long happen to live: **And to have and to hold** the said last mentioned Third Part of the said one hundred and twenty Acres of the said North Part of the said Ground called, &c. and all other the Premises before-mentioned to be granted by the said last Indenture of Lease secondly mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *G. H.* his Executors, Administrators and Assigns, (immediately from and after the Determination of the Estate of and in the same Premises, by the said Indenture of Lease secondly before-mentioned to be granted by the said *J. M.* unto the said *R. N.*) for, by and during, and until the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended, if the said *G. H.* Son of the said *G. H.* Party to these Presents, shall so long happen to live: **Yielding and paying** for the said first mentioned Third Part of the said one hundred and twenty Acres yearly and every Year, during the Continuance of the said Term and Estate therein hereby granted unto the said *J. M.*

his Heirs and Assigns, the yearly Rent or Sum of, &c. of lawful Money, &c. at two of the most usual Feasts or Terms in the Year ; that is to say, the Feasts of the Annunciation of the Blessed Virgin *Mary*, and *St. Michael* the Archangel, by even and equal Portions : The first Payment thereof to begin and be made at such of the said Feast-days which shall first and next happen after the Determination of the said first mentioned Indenture of the Lease ; And also the Sum of, &c. on the Death of the said *G. H.* the Son, if he shall happen to survive the said *S. N. M. N.* and *R. N.* for and in the Name of an Heriot : And also yielding and paying for the said last mentioned Third Part of the said one hundred and twenty Acres yearly and every Year, during the Continuance of the said Term and Estate therein hereby granted unto the said *J. M.* his Heirs and Assigns, the yearly Rent or Sum of, &c. of lawful Money, &c. at two of the most usual Feasts or Terms in the Year ; that is to say, the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions : The first Payment thereof to begin and be made at such of the said Feast-days which shall first and next happen after the Determination of the said Indenture of Lease above secondly mentioned : And also the Sum of, &c. on the Death of the said, *G. H.* the Son, if he shall happen to survive the said, &c. for and in the Name of an Heriot. And if it shall happen the said yearly Rents of, &c. and Heriots to be behind and unpaid, in Part or in all, by the Space of thirty Days next after any of the said Feasts or Days, or Times of Payment, on which the same ought to be paid, as aforesaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said demised Premises can or may be found, whereby the same may be levied ; That then, and at all Times from thenceforth, it shall and may be lawful to and for the said *J. M.* his Heirs and Assigns, into the before demised Premises, with the Appurtenances, wholly to re-enter, and the same to have again,

again, repossess and enjoy, as in his or their first and former Right and Estate; and the said *G. H.* Party to these Presents, his Executors, Administrators and Assigns, from and out of the same from thenceforth utterly to expel, amove, and put out; this Indenture, or any thing therein contained, to the contrary thereof in any wise notwithstanding. And the said *G. H.* Party to these Presents, for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *J. M.* his Heirs and Assigns, by these Presents, That he the said *G. H.* his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, unto the said *J. M.* his Heirs and Assigns, the said yearly Rents and Heriots above reserved, at the Days and Times, and in Manner and Form above expressed, according to the true Intent and Meaning of these Presents: And also, That he the said *G. H.* his Executors, Administrators and Assigns, or some or one of them, at his and their, or some or one of their own proper Costs and Charges, shall and will from Time to Time, and at all Times after the Commencement of the said Terms hereby demised, and during the Continuance thereof, well and sufficiently repair, amend, maintain, hedge, ditch, cleanse and keep all the Hedges, Ditches and Fences of the before demised Premises, when and as often as Need shall be or require; and the same so well and sufficiently repaired, amended, maintained, hedged, ditched, cleansed and kept, in the End, or other sooner Determination of the said Terms hereby granted unto the said *J. M.* his Heirs and Assigns, shall and will quietly leave and yield up. And the said *J. M.* doth for himself, his Heirs and Assigns, and for every of them, covenant, promise and grant, to and with the said *G. H.* Party to these Presents, his Executors, Administrators and Assigns, by these Presents, That (for and under the yearly Rents, Heriots, Covenants and Agreements, before in and by these Presents mentioned and contained) he the said *G. H.* his Executors,

The Complete Court-Keeper : Or,

Administrators and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the before demised Premises, with the Appurtenances, for and during all the said Terms hereby granted, (commencing and determining as aforesaid) without the lawful Let, Suit, Trouble, Interruption or Denial of the said *J. M.* his Heirs or Assigns, or of any other Person or Persons whatsoever lawfully claiming, or to claim, from, by or under him, them, or any or either of them. *In Witness, &c.*

*A Freehold Lease for Three Lives absolute,
with a Letter of Attorney to deliver Possession.*

THIS Indenture made, &c. Between the Right Honourable *T. Lord A.* of, &c. of the one Part, and *J. W.* of, &c. of the other Part, Witnesseth, That the said *T. Lord A.* for and in Consideration of the Sum of, &c. of lawful Money, &c. to him in Hand paid by the said *J. W.* before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *T. Lord A.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said *J. W.* his Heirs, Executors, and Administrators for ever by these Presents, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said *J. W.* All that Messuage, &c. situate in, &c. aforesaid, with all Houses, Edifices, &c. to the said Messuage or Tenement belonging, or therewith usually used, letten, or occupied, and accepted and taken as Part, Parcel, or Member thereof, or of any Part thereof; **To have and to hold** the said Messuage and Tenement, Lands and Premises, with all and singular the Appurtenances, unto the said *J. W.* his Heirs and Assigns, from the Day of the Date of these Presents, for, by, and during the natural Lives of him the said *J. W.* and *L. W.* Son of, &c. of, &c. and *J. W.* Son of, &c.

£c. of, *£c.* and for and during the natural Life of every and either of them longest living; **Yielding and paying** therefore yearly, during the said Term, unto the said *T. Lord A.* his Heirs and Assigns, the yearly Rent or Sum of, *£c.* of lawful Money, *£c.* at and upon the Feast-days of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the Archangel, by even and equal Parts and Portions: **And** if it shall happen the said yearly Rent of, *£c.* to be behind and unpaid, in Part or in the Whole, by the Space of eight and twenty Days next after any of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid, being lawfully demanded, and no sufficient Distress or Distresses in or upon the said Premises can or may be found, whereby the same may be levied; That then, and from thenceforth, it shall and may be lawful to and for the said *T. Lord A.* his Heirs and Assigns, into the before-demised Premises, with the Appurtenances, or into any Part thereof, in the Name of the Whole, to re-enter, and the same to have again, repossess and enjoy, as in his or their former Right and Estate: And the said *J. W.* his Heirs and Assigns, from and out of the same from thenceforth utterly to expel, amove, and put out; this Indenture, or any Thing therein contained to the contrary thereof in any wise notwithstanding. **And** the said *J. W.* for himself, his Heirs and Assigns, doth hereby covenant and grant to and with the said *T. Lord A.* his Heirs and Assigns, That he the said *J. W.* his Heirs and Assigns, shall and will well and truly pay, or cause to be paid, unto the said *T. Lord A.* his Heirs or Assigns, the said yearly Rent above reserved, at the Days and Times above expressed, according to the true Intent and Meaning of these Presents; **And** also, That he the said *J. W.* his Heirs and Assigns, shall and will, from Time to Time, and at all Times during the said Term hereby granted, well and sufficiently repair, maintain, sustain, uphold, amend and keep the before-demised Messuage, Tenement and Premises, and every Part and Parcel thereof, with the

Appurtenances, in, by, and with all and all Manner of needful and necessary Reparations whatsoever, when and as often as Need shall require ; And the same so well and sufficiently repaired, maintained, sustained, upheld and kept, in the End, Expiration, or other sooner Determination of the said Term hereby granted, unto the said *T. Lord A.* his Heirs and Assigns, shall and will peaceably and quietly leave and yield up. And the said *T. Lord A.* doth for himself, his Heirs and Assigns, and for every of them, covenant, promise and grant, to and with the said *J. W.* his Heirs and Assigns, by these Presents, That (by and under the Rent, Covenants and Agreements, before in and by these Presents mentioned and contained) it shall and may be lawful to and for the said *J. W.* his Heirs and Assigns, from Time to Time, and at all Times, during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the before demised Premises, and every Part and Parcel thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Interruption, or Denial of the said *T. Lord A.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming, or to claim, any Right, Title or Interest from, by or under him, them, or any or either of them. And the said *T. Lord A.* hath made, constituted and ordained, and by these Presents doth make, constitute and ordain, and in his Place and Stead put *W. K.* of, &c. and *T. W.* of, &c. his true and lawful Attornies, jointly and severally for him, and in his Name, to enter into and upon all and singular the before demised Premises, or into some Part or Parcel thereof, in the Name of the Whole ; and peaceable Possession and Seisin thereof, or of some Part or Parcel thereof, in the Name of the Whole, to take ; and after such Possession and Seisin thereof so had and taken, then the like peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the Whole, to deliver over unto the said *J. W.* or to his certain Attorney or Attornies in that Behalf, to be by the said *J. W.* lawfully authorized ;

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Livery and Seisin to be indorsed on the Back-side of the preceding Lease.

BE it remembered, That on the ——— Day of, &c. in the Year, &c. *W. K.* one of the Attornies within nominated, Did enter into the within mentioned Messuage or Tenement, and quiet and peaceable Possession and Seisin thereof did take in the Name of the Whole: And after such Possession and Seisin so had and taken, the like quiet and peaceable Possession and Seisin did deliver over to the said *J. W.* in his own proper Person; To hold to him the said *J. W.* his Heirs and Assigns, according to the Tenor, Form and Effect of the within written Indenture of Lease. In the Presence of us,

Witneses, { *R. C.*
 { *T. W.*

By me *W. K.*

An Assignment of a Lease for ninety-nine Years, if three Lives live so long.

THIS Indenture made, &c. Between *C. S.* of, &c. of the one Part, and *H. O.* of, &c. of the other Part: Whereas by Indenture of Lease bearing Date, &c. and made or mentioned to be made between the Right Honourable *H. Lord A.* Baron of *W.* in the County of, &c. of the one Part, and the said *C. S.* of the other Part, he the said Lord *A.* for the Considerations therein-mentioned, did demise, grant, and to Farm let, unto the said *C. S.* all that Dwelling-house,

House, together with a Plat of Ground thereunto adjoining and belonging, containing by Estimation, &c. situate, lying and being within the Parish of, &c. aforesaid, and then, or then late, in the Tenure or Occupation of *H. C.* his Assignee or Assigns; To hold unto the said *C. S.* his Executors, Administrators and Assigns, from the Day of the Date thereof, for, by and during, and unto the full End and Term of four-score and nineteen Years thence next ensuing, and fully to be compleat and ended, if the said *C. S. M.* his Wife, and *G.* his Daughter, or any or either of them, should so long happen to live, at and under the yearly Rent of, &c. of lawful Money, &c. payable upon the Feast-days of the Annunciation of the Blessed Virgin *Mary* and *St. Michael* the Archangel, by even and equal Parts and Portions; And under and according to divers other Covenants, Grants, Articles and Agreements in the said recited Indenture of Lease contained (whereunto Relation being had) more fully and at large it doth and may appear. *Now this Indenture Witnesseth*, That for and in Consideration of the Sum of, &c. of lawful Money, &c. to him the said *C. S.* in Hand well and truly paid by the said *H. O.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *C. S.* doth hereby acknowledge, and for divers other good Causes and Considerations him thereunto moving, *He* the said *C. S.* *Doth* bargained, sold, assigned and set over, and by these Presents *Doth* bargain, sell, assign and set over, unto the said *H. O.* her Executors, Administrators and Assigns, *All* that the before recited Dwelling-house and Plot of Ground, and every Part and Parcel thereof; and also all the Estate, Right, Title, Interest, Possession, Term of Years yet to come and unexpired, Property, Claim and Demand whatsoever, of him the said *C. S.* of, in or to the said Premises, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease; *To have and to hold* the before-recited Dwelling-house and Plot of Ground, and every Part and Parcel thereof, with the Appurtenances,

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unto the said *H. O.* her Executors, Administrators and Assigns, from the Day of the Date hereof, for, by and during all the Rest, Residue and Remainder of the said Term of Fourscore and nineteen Years, in and by the said recited Indenture of Lease mentioned and contained, yet to come and unexpired, if he the said *C. S. M.* his Wife, and *G.* his Daughter, or any or either of them, shall happen so long to live, in as large, ample and beneficial Manner and Form, to all Intents, Constructions and Purposes whatsoever, as he the said *C. S.* his Executors, Administrators or Assigns, now have or hath, may, might, should or ought to have held and enjoyed the same by Force and Virtue of the said recited Indenture, or by any other Ways or Means whatsoever. And the said *C. S.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *H. O.* her Executors, Administrators and Assigns, and to and with every of them, by these Presents, That he the said *C. S.* hath not at any Time heretofore made, done or committed any Act, Matter or Thing whatsoever, whereby or wherewith the Premises hereby assigned, or any Part or Parcel thereof, is, are, or may be charged, impeached or incumbered in Estate, Title, Charge, or otherwise howsoever. And the said *C. S.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *H. O.* her Executors, Administrators and Assigns, by these Presents, That it shall and may be lawful to and for the said *H. O.* her Executors, Administrators and Assigns, and every of them, from henceforth from Time to Time, and at all Times hereafter, for and during all the Rest, Residue and Remainder of the said Term of Fourscore and nineteen Years determinable as aforesaid, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Dwelling-house, and Plot of Ground hereby assigned, and every Part and Parcel thereof, without the Let, Trouble, Contradiction, or Denial of him the said *C. S.* his Executors, Administrators or Assigns, or any of them,

them, or of any other Person or Persons whatsoever, lawfully claiming the said demised Premises or any Part thereof, by, from or under him, them, or any or either of them, or by his or their Means or Procurement. And the said C. S. for himself, his Executors and Administrators, and for every of them, doth further covenant, promise and grant, to and with the said H. O. her Executors, Administrators and Assigns, and to and with every of them, by these Presents, That the said C. S. his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, at the Costs and Charges in the Law of the said H. O. her Executors or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Device and Devices in the Law whatsoever, for the corroborating, strengthening and confirming of the said Term hereby assigned unto the said H. O. her Executors, Administrators and Assigns; as by the said H. O. her Executors, Administrators or Assigns, or any of them, or by her or their Counsel learned in the Law, shall be in that Behalf reasonably advised, or devised and required. In witness, &c.

*Another very good Assignment of a Lease for
Ninety-nine Years, if Three Lives live
so long.*

THIS Indenture made, &c. Between S. B. of, &c. of the one Part, and E. C. of, &c. of the other Part: Whereas by Indenture of Lease, &c. [Here recite the Lease as before.] Now this Indenture witnesseth, That the said S. B. for and in Consideration of the Sum of, &c. of lawful, &c. to her in Hand paid by the J. C. the Receipt whereof she the said S. B. doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth fully and absolutely

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lutely release, acquit and discharge the said *E. C.* her Executors, Administrators and Assigns for ever, by these Presents, ~~Doth~~ granted, bargained, sold, assigned, transferred and set over, and by these Presents ~~Doth~~ grant, bargain, sell, assign, transfer and set over, unto the said *E. C.* as well the said recited Indenture, and all and singular the said Premises therein and thereby granted, and every Part and Parcel thereof, with their and every of their Appurtenances; as also all the Estate, Right, Title, Interest, Possession, Term of Years yet to come and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever, of her the said *S. B.* of, in and to the same, or of, in or to any Part or Parcel thereof; ~~To have~~ and to hold the said four Closes of Land and Premises hereby bargained, sold and assigned, or mentioned or intended to be hereby bargained, sold and assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *E. C.* her Executors, Administrators and Assigns, from henceforth, for, and during all the Rest, Residue and Remainder of the said Term of Fourscore and nineteen Years, in and by the said recited Indenture of Lease granted, yet to come and unexpired, if she the said *S. B.* *J. S.* and *M.* his Wife, or any or either of them, shall so long live, fully and absolutely, in as large, ample and beneficial Manner and Form, to all Intents, Constructions and Purposes whatsoever, as she the said *S. B.* heretofore had, now hath, or may, might, should, or of Right ought to have held and enjoyed the same, by Force and Virtue of the said recited Indenture of Lease, or by any other Ways or Means whatsoever. And the said *S. B.* for herself, her Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *E. C.* her Executors, Administrators and Assigns, and to and with every of them, by these Presents, That she the said *S. B.* hath not at any Time heretofore had, made, committed, done or suffered any Act, Matter or Thing whatsoever, whereby or wherewith the Premises hereby

hereby assigned, or any Part or Parcel thereof, is, are, or may be charged, impeached or incumbered in Estate, Title, Charge or otherwise howsoever; And also, that (for and notwithstanding any Act, Matter or Thing by her the said *S. B.* committed, done or suffered to the contrary) the said recited and assigned Indenture of Lease is a good, sufficient and effectual Lease in the Law, whereby to hold the said Premises for the Term and Estate thereby granted, and now is and standeth in full Force and Effect unforfeited and unsurrendered; And that she the said *S. B.* now hath in herself good Right, true Title, full Power and lawful and absolute Authority, to grant and assign the said Lands and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *E. C.* her Executors, Administrators and Assigns, in Manner and Form aforesaid. And further, That for and notwithstanding any such Act, Matter or Thing, by her the said *S. B.* had, made, committed, done or suffered to the contrary, it shall and may be lawful to and for the said *E. C.* her Executors, Administrators and Assigns, and every of them, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of Fourscore and nineteen Years, determinable as aforesaid, yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possess and enjoy all and singular the said Closes of Land and Premises hereby assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, without any the Let, Suit, Trouble, Hindrance, Molestation or Denial whatsoever, of her the said *S. B.* her Executors, Administrators or Assigns, or any of them, or any other Person or Persons whatsoever, having or lawfully claiming from, by, or under her, them, or any or either of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by her the said *S. B.* her Executors or Administrators, or some or one of them, of and from all and all Manner of former and other

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*A Special Assignment of Part of Lands held
by Chattel Lease.*

THIS Indenture made, &c. Between R. C. of, &c. of the one Part, and T. H. of, &c. of the other Part: Whereas, &c. [*reciting the Lease.*] Now this Indenture Witnesseth, That the said R. C. for and in Consideration of the Sum of, &c. of lawful, &c. to him in Hand paid by the said T. H. the Receipt whereof the said R. C. doth hereby acknowledge, he the said R. C. hath granted, bargained, sold, assigned and set over, and by these Presents Doth grant, bargain, sell, assign and set over, unto the said T. H. All that the said Close of Meadow or Pasture called &c. above mentioned, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, of him the said R. C. of, in and, to the said Close, and of, in and to every Part and Parcel thereof, with the Appurtenances; **To have and to hold** the said Close of Ground, with the Appurtenances, unto the said T. H. his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of Fourscore and nineteen Years above recited, which is yet to come and unexpired, (determinable as aforesaid). And the said R. C. for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said T. H. his Executors and Assigns, that he the said T. H. his Executors, Administrators and Assigns, shall and may at all Times, during the Remainder of the said Term above recited, which is yet to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Close of Ground and Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said R. C. his Executors, Administrators and Assigns, and of all
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and every other Person and Persons claiming or to claim by, from, or under him, them, or any of them. And it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and hereby so declared, That in case the said *R. C.* his Executors and Administrators, shall at any Time hereafter renew and take a new Lease, and further Estate, Term or Interest, in the Messuage and Lands granted to him by the said original recited Indenture, from the Lord of the said Manor, that then the said *R. C.* his Executors or Assigns, shall and will after such Renewal, at the Request of the said *T. H.* his Executors or Administrators, and upon Payment to him the said *R. C.* of a proportionable Share of the Fine paid for such Renewal, having Respect to the Value of the whole Estate so renewed at the Costs of the said *T. H.* assign the said Close hereby assigned, and all his Estate and Term therein so renewed, unto the said *T. H.* his Executors, Administrators or Assigns, under the like Covenants, Clauses and Agreements as are therein contained. And the said *T. H.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *R. C.* his Executors, Administrators and Assigns, That he the said *T. H.* his Executors, Administrators or Assigns, shall and will yearly, during the Remainder of the said Term, well and truly pay, or cause to be paid, unto the said *R. C.* his Executors, Administrators or Assigns, the Sum of, &c. of lawful Money, &c. towards the Quit-rents due and payable to the Lord of the said Manor, by Virtue of the said recited Indenture of Lease. And the said *R. C.* for himself, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *T. H.* his Executors, Administrators and Assigns, that he the said *R. C.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times, during the Remainder of the said Term above recited, bear, pay and discharge the Residue of the said Quit-rents, reserved, due or payable in and by the said recited Indenture of Lease, at such

Time and Times, and in such Manner and Form, as by the same Indenture the same are reserved or ought to be paid; and also shall and will observe, perform and keep, all and every the Covenants and Agreements in the said recited Indenture of Lease, which on the Part and Behalf of the said *R. C.* his Executors and Administrators, are to be observed and performed; and shall and will free and indemnify the said *T. H.* his Executors and Administrators, and the said Ground hereby assigned, of and from the same. In witness, &c.

A Mortgage of a Chattel-Lease for ninety-nine Years, if three Lives live so long.

THIS Indenture made, &c. Between *E. C.* of, &c. of the one Part, and *J. C.* the Elder, of, &c. aforesaid, of the other Part. Whereas by Indenture of Lease bearing Date, &c. and made or mentioned to be made between the Right Honourable *T. Lord A.* Baron of, &c. of the one Part, and the said *E. C.* of the other Part, he the said Lord *A.* (for the Considerations therein mentioned) Did demise, grant, and to Farm let, unto the said *E. C.* All that Dwelling-house, with an Orchard, Garden and Close, called, &c. thereunto adjoining, containing by Estimation, &c. or thereabouts, situate, lying and being in, &c. aforesaid, and then or then late in the Tenure or Occupation of the said *E. C.* his Assignee or Assigns (except as in the said Indenture of Lease is excepted); To hold unto the said *E. C.* his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during, and unto the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended; if he the said *E. C. M.* his Wife, and *E.* his Son, or any or either of them, should so long happen to live, at and under the yearly Rent of, &c. as in and by the said recited Indenture of Lease (Relation being

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being thereunto had) more at large it doth and may appear: **Now this Indenture witnesseth**, That the said *E. C.* for and in Consideration of the Sum of, &c. of lawful Money, &c. to him in Hand paid by the said *J. C.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *E. C.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, release and discharge the said *J. C.* his Executors, Administrators and Assigns, by these Presents, **Doth granted**, bargained, sold, assigned and set over, and by these Presents **Doth grant**, bargain, sell, assign and set over, unto the said *J. C.* **As well** the said recited Indenture of Lease and Dwelling-house, Orchard, Garden, Close and Premises, therein and thereby granted, with their and every of their Appurtenances, and every Part and Parcel thereof, and the Reversion and Reversions, Rents, Issues and Profits, of all and singular the Premises, as also all the Estate, Right, Title, Interest, Time and Term of Years to come and unexpired, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever, of him the said *E. C.* of, in or out of the said leased Premises, with the Appurtenances, or any Part or Parcel thereof, by Force, Virtue or Means of the said recited Indenture of Lease, or otherwise howsoever; **To have and to hold** the said Dwelling-house, Orchard, Garden, Close and Premises, and all other the hereby bargained Premises, or mentioned or intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said *J. C.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue, yet to come and unexpired, of the said Term of four-score and nineteen Years, in and by the said recited Indenture of Lease granted or limited, determinable as aforefaid; **Provided always**, and upon Condition nevertheless, That if the said *E. C.* Party to these Presents, his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid,

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unto the said *J. C.* his Executors, Administrators or Assigns, at or in the now Dwelling-house of him the said *J. C.* situate in, &c. aforesaid, the full Sum of, &c. of lawful Money, &c. at or upon the Day of, &c. which shall be in the Year of our Lord, &c. without any Manner of Deduction, Defalcation or Abatement whatsoever, for or upon the Account of any Taxes, Payments, Charges, Assessments, Impositions, Duties or other Payments whatsoever, ordinary or extraordinary, of what Nature, Kind or Quality soever; That then this present Indenture, and every Covenant, Grant, Clause, Matter and Thing therein contained, shall cease, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *E. C.* Party to these Presents, for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *J. C.* his Executors, Administrators and Assigns, by these Presents, That he the said *E. C.* his Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said *J. C.* his Executors, Administrators or Assigns, the said Sum of, &c. on the Day, Time and Place, before limited and appointed, according to the Proviso or Condition aforesaid, and the true Intent and Meaning of these Presents: **And** also, that the said recited and assigned Indenture of Lease is a good, sufficient and effectual Lease in the Law, whereby to hold the said Premises for the Term and Estate thereby granted, and now is, and standeth in full Force and Effect, unforfeited and unsurrendred; and that he the said *E. C.* now hath in himself good Right, true Title, full Power, and lawful and absolute Authority, to grant and assign the said Dwelling-house, Orchard, Garden, and Premises, unto the said *J. C.* his Executors, Administrators and Assigns, in Manner and Form as aforesaid; **And** that it shall and may be lawful to and for the said *J. C.* his Executors, Administrators and Assigns, immediately from and after the Breach.

Breach of the Proviso or Condition aforesaid, for and during all the Rest, Residue and Remainder, which shall be then to come and unexpired of the said Term and Estate, in and by the said recited Indenture of Lease granted, peaceably and quietly to enter into, have, hold, occupy, possess and enjoy, the said Dwelling-house, Orchard, Garden, and all other the Premises, without any Let, Suit, Trouble, Denial, Molestation, Eviction, Ejection, Hinderance or Interruption, of or by the said *E. C.* his Executors or Administrators, or any other Person or Persons whatsoever. **And** the said *E. C.* for himself, his Executors and Administrators, doth also covenant, promise and grant, to and with the said *J. C.* his Executors, Administrators and Assigns by these Presents, That the said Dwelling-house, Orchard, Garden, and all other the Premises, with the Appurtenances, mentioned or intended to be hereby granted and assigned, now are, and so from henceforth, for and during all the Residue of the said Term and Estate hereby assigned, shall remain, continue and be unto the said *J. C.* his Executors, Administrators and Assigns, (under the Proviso or Condition aforesaid) free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said *E. C.* his Executors or Administrators, or some or one of them, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Mortgages, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Forfeitures, Charges, Titles and Incumbrances whatsoever, (the Rents and Covenants reserved and contained in or by the said recited Indenture of Lease, which from and after Breach of the Proviso or Condition aforesaid, on the Tenant's or Lessee's Part and Behalf shall grow due to be paid and performed, always excepted and foreprized): **And further,** That if Default shall be made of or in Payment of the said Sum of, &c. or any Part thereof, contrary to the Form and Effect of the Proviso wherein and whereby

The Complete Court-Keeper: Or,

the same is herein before appointed to be paid; Then the said *E. C.* and all and every other Person and Persons whatsoever claiming, or that shall or may claim, the said Dwelling-house, Orchard, Garden and Premises, or any Part or Parcel thereof, or any Estate, Right, Title or Interest therein, or thereunto, or in or to any Part or Parcel thereof, shall and will from Time to Time and at all Times then after, at and upon every reasonable Request of the said *J. C.* his Executors, Administrators and Assigns, and at the proper Costs and Charges in the Law of the said *E. C.* his Executors and Administrators, make, do, acknowledge, levy and execute, and suffer, or cause and procure to be made, done, acknowledged, levied, executed and suffered, All and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Devices, Conveyances and Assurances in the Law whatsoever, for the further, better, more perfect and absolute Granting and Assuring of the said Dwelling-house and Premises unto the said *J. C.* his Executors, Administrators and Assigns, for and during all the then Residue and Remainder of the said Term of fourscore and nineteen Years then to come and unexpired; As by him the said *J. C.* his Executors, Administrators or Assigns, or by his or their Counsel learned in the Laws, shall be in that Behalf lawfully and reasonably devised, or advised and required. And lastly, it is agreed by and between the said Parties to these Presents, that until Default be made of or in Payment of the said Sum of, &c. He the said *E. C.* Party to these Presents, his Executors, Administrators or Assigns, shall or lawfully may have, hold and enjoy, all and singular the before bargained and assigned Premises, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Uses and Uses, without any the lawful Let, Suit, Trouble or Interruption, of or by the said *J. C.* his Executors, Administrators or Assigns, or any of them. In Witness, &c.

Another

*Another very good Mortgage of a Chattel-
Lease, with Power for the Mortgagee to
renew, &c.*

THIS Indenture made, &c. Between *W. T.* of, &c. of the one Part, and *M. W.* of, &c. of the other Part. Whereas, &c. [*Here recite your Chattel-Lease.*] Now this Indenture Witnesseth, That the said *W. T.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *M. W.* the Receipt whereof he doth hereby confess and acknowledge, he the said *W. T.* hath granted, bargained, sold, assigned and set over, and by these Presents Doth grant, &c. unto the said *M. W.* All and singular the said Closes of Ground, Hereditaments and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances; And also all the Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, of him the said *W. T.* of, in, and to all and singular the said Premises above-mentioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances, together with the said recited Indenture of Lease; **To have and to hold** all and singular the said Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *M. W.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of ninety-nine Years above recited, which is yet to come and unexpired, determinable as aforesaid. **Provided** always, and upon Condition, That if the said *W. T.* his Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said *M. W.* her Executors, Administrators and Assigns, the full Sum of, &c. in and upon, &c. next coming, without any Deduction or Defalcation for Taxes, Assessments, or any other Impositions whatsoever, either ordinary or extraordinary; That then and from thenceforth, these Presents, and every Thing

therein contained, shall cease, determine, and be void; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *W. T.* for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said *M. W.* her Executors, Administrators and Assigns, That he the said *W. T.* his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *M. W.* her Executors, Administrators or Assigns, the said full Sum of, &c. in and upon, &c. next coming, without any Deduction as aforesaid, according to the true Intent and Meaning of these Presents. And also, That she the said *M. W.* her Executors, Administrators and Assigns, shall and may at all Times, after Default shall be made in Performance of the Proviso or Condition herein contained, for and during all the Rest and Residue of the said Term of ninety-nine Years, determinable as aforesaid, which shall be then to come and unexpired, peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Closes or Parcels of Land and Premises above-mentioned, and every Part and Parcel thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *W. T.* his Executors, Administrators or Assigns, or of any other Person or Persons whatsoever. And further, That he the said *W. T.* his Executors and Administrators, and all and every other Person and Persons, and his and their Executors and Administrators, any Thing having or claiming in the said Premises above-mentioned, or any Part thereof, shall and will, at any Time or Times after Default shall be made in Performance of the Proviso or Condition herein contained, upon the Request of the said *M. W.* her Executors or Administrators, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Grants, Acts, and Assurances in the Law whatsoever, for the further, better and more perfect Granting and Assuring of all and singular

singular the said Premises above-mentioned with the Appurtenances, unto the said *M. W.* To hold to her, her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of ninety-nine Years above recited, which shall be then to come and unexpired, as by the same *M. W.* her Executors, Administrators or Assigns, or her or their Counsel learned in the Law, shall be reasonably devised or advised, and required: **Provided** always, and it is hereby agreed and declared by and between the said Parties to these Presents, That in case any of the Lives (on which the said Term is determinable) shall happen to die, and the said *W. T.* his Executors or Administrators, shall neglect, or upon Request to him or them made by the said *M. W.* her Executors, Administrators or Assigns, refuse to renew the said Lease, and add one or more Life or Lives in the Room of such Person or Persons so dying; That then, and in such Case, it shall and may be lawful to and for the said *M. W.* her Executors, Administrators and Assigns, at any Time or Times after such Neglect and Refusal made as aforesaid, to surrender and deliver up the said recited Indenture of Lease into the Hand or Hands of the Lord or Lords of the Fee of the Premises hereby granted and assigned, and to accept and take a new Lease or Leases of the Premises hereby granted in her own Name, for the Term of ninety-nine Years, or any greater Term or Number of Years, determinable on the Death or Deaths of such Person or Persons as she shall name, or to add one or more Life or Lives in the present Lease, in the Room of such Person or Persons so dying, and to pay the Consideration-money for such Renewal or Addition as aforesaid; which new Lease or Leases so to be made, shall not be redeemed or redeemable by the said *W. T.* his Executors, Administrators or Assigns, until he or they shall have fully paid and satisfied the said *M. W.* her Executors, Administrators or Assigns, as well the said, &c. hereby secured, with the Interest thereof, as also all such Sum and Sums of Money as shall be paid by
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the said *M. W.* her Executors, Administrators or Assigns, for the Fine or Consideration for such Renewal or additional Life or Lives as aforesaid; and all Costs and Charges thereabout, with lawful Interest for all such Sum and Sums of Money which she or they shall expend thereabout; any Thing herein contained to the contrary thereof notwithstanding. And lastly, It is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Meaning hereof also is, and it is hereby so declared, That he the said *W. T.* his Executors, Administrators and Assigns, shall and may, until Default shall be made in Performance of the Proviso or Condition herein contained, peaceably and quietly hold and enjoy the said Premises hereby granted, with the Appurtenances, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. In witness, &c.

A Mortgage of a Freehold Estate held by Lease for three Lives absolute, for Security of a Sum of Money lent on Bond, by Way of Demise for ninety-nine Years, &c.

THIS Indenture made, &c. Between *G. H.* of, &c. of the one Part, and *H. G.* of, &c. of the other Part. Whereas *H. A.* of, &c. Esq; deceased, by this Indenture bearing Date, &c. and made, or mentioned to be made, between the said *H. A.* of the one Part, and the said *G. H.* by the Name of *G. H.* of, &c. Yeoman, of the other Part, for the Consideration therein mentioned, Did demise, grant, and to Farm let, unto the said *G. H.* All that Messuage or Tenement, with a Garden thereunto adjoining, situate, lying and being within the Parish of, &c. aforesaid,

said, and was then in the Tenure or Occupation of the said *G. H.* his Assignee or Assigns, together with all Houses, Edifices, &c. To have and to hold all and singular the therein before demised Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *G. H.* his Heirs and Assigns, for and during the natural Lives of him the said *G. H.* and of *J.* and *M.* his Son and Daughter, and for and during the Life natural of every and either of them longest living (of whom only the said *G. H.* and *M.* his Daughter, are now living) by and under the yearly Rent of, &c. of lawful Money, &c. with divers other Covenants and Agreements in the said recited Indenture mentioned and contained; as in and by the same Indenture, Relation being thereunto had, more fully and at large it doth and may appear. And whereas *R. H.* of, &c. aforesaid, and the said *G. H.* in and by one Obligation bearing Date, &c. are held and firmly bound unto the said *H. G.* in the Sum of, &c. of lawful Money, &c. with Condition there under-written for the Payment of the Sum of, &c. with Interest for the same, after the Rate of Five Pounds for a Hundred Pounds for one Year, of like lawful Money, unto the said *H. G.* his Executors, Administrators or Assigns, on, &c. which shall be in the Year of our Lord, &c. as by the said recited Obligation and Condition, Relation being thereunto had, more fully appears: Now this Indenture Witnesseth, That for the better Securing and Suremaking of the Payment of the said Sum of, &c. with Interest for the same, after the Rate aforesaid, on the Day in the Condition of the said recited Obligation mentioned, according to the true Intent and Meaning of the same Obligation, and in Consideration of the Sum of Five Shillings of lawful Money, &c. to him the said *G. H.* by the said *H. G.* in Hand well and truly paid at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *G. H.* doth hereby acknowledge, He the said *G. H.* Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm

Farm let, unto the said *H. G.* All that Messuage or Tenement, with the Garden, and all and singular other the before-recited Premises granted, or meant, mentioned or intended to be granted, in and by the said recited Indenture, with their and every of their Appurtenances, and every Part and Parcel thereof; ~~To have and to hold~~ the said Messuage or Tenement and Garden, and all other the before recited Premises, with their and every of their Appurtenances, unto the said *H. G.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for, by and during, and unto the full End and Term of fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended, if he the said *G. H.* and *M.* his Daughter, or either of them, shall so long happen to live: ~~Yielding~~, paying, doing and performing, during the said Term hereby granted, All the Rents, Reservations, Conditions, Covenants and Agreements mentioned, reserved and comprized in the said recited Indenture, which by the said *G. H.* his Heirs and Assigns, are or ought to be from Time to Time paid, done and performed. And the said *G. H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *H. G.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; that is to say, That he the said *G. H.* at the Time of the Sealing and Delivery of these Presents, is the only true and lawful Owner of the said Messuage or Tenement and Garden, and of all other the Premises hereby granted or mentioned, or intended to be granted, with the Appurtenances: And that he the said *G. H.* hath in himself good Right, true Title, full Power, and lawful and absolute Authority to demise, grant, and to Farm let, all the Messuage or Tenement, and Garden, and all and singular other the Premises before hereby granted, with the Appurtenances, unto the said *H. G.* his Executors, Administrators and Assigns, for and during all the said Term of fourscore and nineteen Years, determinable

minable as aforesaid, in Manner and Form as aforesaid ;
And that as well the said Messuage or Tenement, and
Garden, as all other the Premises hereby granted, or
mentioned or intended to be hereby granted, with the
Appurtenances, unto the said *H. G.* his Executors,
Administrators and Assigns, shall and may from Time
to Time, and at all Times hereafter, during the said
Term hereby granted, remain, continue, and be free
and clear, and freely and clearly acquitted, exoner-
ated and discharged, or otherwise, upon every reason-
able Request, well and sufficiently saved, defended,
kept harmless, and indemnified by the said *G. H.* his
Heirs, Executors and Administrators, or some or one
of them, of and from all and all Manner of former
and other Grants, Bargains, Leases, Assignments,
Mortgages, Trusts, Conditions, Rents, Arrearages of
Rents, Judgments, Executions, Troubles, Forfeit-
ures, Charges, Titles and Incumbrances whatsoever,
had, made, committed, done or suffered, or to be had,
made, committed, done or suffered, by him the said *G.*
H. or by any other Person or Persons lawfully claim-
ing, or to claim by, from, or under him. *Provided*
always, and upon Condition, That if the said *R. H.*
and *G. H.* or either of them, their or either of their
Heirs, Executors or Administrators, do well and truly
pay, or cause to be paid, unto the said *H. G.* his Exe-
cutors, Administrators or Assigns, the said Sum of,
£*c.* with Interest for the same, after the Rate of Five
Pounds for a Hundred Pounds for one Year, of good
and lawful Money, £*c.* on, £*c.* which shall be in
the Year of our Lord, £*c.* in full Satisfaction and
Discharge of the said recited Obligation ; That then,
and from thenceforth, these Presents, and every Clause,
Matter and Thing therein contained, shall cease, de-
termine, and be utterly void and of none Effect :
And then, and from thenceforth, it shall and may be
lawful to and for the said *G. H.* his Heirs and Assigns,
to have, hold, possess and enjoy all and singular the
Premises, with the Appurtenances, as in his or their
former *Will* ; this Indenture, or any Thing therein
contained,

contained, to the contrary thereof in any wise notwithstanding. **And** the said *G. H.* for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise, and grant, to and with the said *H. G.* his Executors, Administrators and Assigns, by these Presents, That he the said *G. H.* and the said *R. H.* their Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly satisfy and pay, or cause to be paid, unto the said *H. G.* his Executors, Administrators or Assigns, the said Sum of, *£c.* with Interest for the same, after the Rate of Five Pounds for a Hundred Pounds for one Year, on, *£c.* which shall be in the Year of our Lord God, *£c.* according to the Condition of the said recited Obligation, the Proviso above-written, and the true Intent and Meaning of these Presents; and that without any manner of Deduction, Defalcation or Abatement whatsoever, for or upon the Account of any Taxes, Payments, Charges, Assessments or Impositions, as well ordinary as extraordinary, whatsoever: **And** that if the said *G. H.* and the said *R. H.* their or either of their Heirs, Executors, Administrators or Assigns, shall fail and make Default of Payment unto the said *H. G.* his Executors, Administrators or Assigns, of the said Sum of, *£c.* with Interest for the same, after the Rate aforesaid, at the Day and Time limited and appointed for the Payment thereof, in and by the Condition of the said recited Obligation, and the said Proviso or Condition as aforesaid; That then, and at all Time and Times from and after such Default of Payment, it shall and may be lawful to and for the said *H. G.* his Executors, Administrators and Assigns, during the said Term hereby granted, according to the Purport, true Intent and Meaning of these Presents, quietly and peaceably to have, hold, use, occupy, possess and enjoy the said Messuage, or Tenement and Garden, and all other the Premises hereby granted, or mentioned or intended to be granted, with the Appurtenances; and the Rents, Issues and Profits thereof to take, to and for his and their own

own proper Use and Behoof, without any the Let, Interruption, Suit in Law or Equity, Eviction, Ejection, Disturbance or Denial of or by the said *G. H.* his Heirs or Assigns, or of or by any other Person or Persons lawfully claiming, or to claim, by, from or under him. **And** also, That the said *G. H.* his Heirs and Assigns, and all and every other Person and Persons lawfully claiming or deriving, or which shall or may lawfully claim or derive any Estate, Right, Title, Interest, Claim or Demand of, in or out of the said Messuage or Tenement, and Garden, and all other the Premises hereby granted, or mentioned or intended to be hereby granted, or any Part or Parcel thereof, from, by or under him, shall and will at all Time and Times, from and after Default of Payment made as aforesaid, upon the reasonable Request of the said *H. G.* his Executors, Administrators or Assigns, make, do, execute and suffer, or cause and procure to be made, done, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute Assuring, Sure-making, Establishing and Confirming of all and singular the Premises, with the Appurtenances, unto the said *H. G.* his Executors, Administrators and Assigns, for and during the Term hereby granted, without Power or Equity of Redemption, according to the true Intent and Meaning of these Presents, as by the said *H. G.* his Executors, Administrators or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Witness, &c.**

A Mortgage of a Copyhold Estate for One and twenty Years, by Virtue of a Power given by Licence.

THIS Indenture made, &c. Between E. T. of, &c. of the one Part, and J. G. of, &c. of the other Part. **Whereas**, the said E. T. by Copy of Court-roll of the Manor of, &c. aforesaid, bearing Date, &c. last past before the Date of these Presents, and E. T. the Elder, Father of the said E. T. Party to these Presents, by the Name of E. T. the Younger, Did hold of T. A. of, &c. Esq; Lord of the said Manor, of, &c. (as Joint-purchasers) for the Term of their Lives, and the Life of M. T. Daughter of the said E. T. the Younger, and the Life of either of them longest living successively, at the Will of the Lord, according to the Custom of the said Manor, (amongst other Things) one Close of Pasture or Arable, called, &c. and one Close of Arable Land called, &c. with the Appurtenances, within the Manor of, &c. aforesaid, and by and under the yearly Rent of, &c. and one Heriot when it shall happen, and by and under all other Rents, Burthens, Works, Suit, Customs and Services therefore due and of Right accustomed. **And whereas** by the said Copy of Court-roll Licence was granted to the said E. T. the Elder and E. T. the Younger, to let the said two Closes called, &c. Parcel of the Lands by the said Copy of Court-roll granted, with the Appurtenances, to the said J. G. his Executors, Administrators and Assigns, for the Term of One and twenty Years then next following, if they the said E. T. the Elder, E. T. the Younger, and M. T. Daughter of the said E. T. the Younger, or any one of them, should so long happen to live, so as the Hedges, Ditches, and other the Fences of the Premises, be from Time to Time well and sufficiently repaired and inclosed, and the Rents, Burthens, Works,

Works, Suits, Customs and Services therefore due to the Lord, be well and truly rendered and paid; otherwise the same Licence to be void, as by the said Copy of Court-roll (Relation being thereunto had) may more fully appear: **And whereas** the said *E. T.* the Elder is since deceased, whereby the Estate is fallen into the Hands of the said *E. T.* the Younger; **Now this Indenture Witnesseth**, That the said *E. T.* Party to these Presents, by Virtue of the said Licence and Authority, in and by the said Copy of Court-roll granted as aforesaid, and in Consideration of the Sum of, &c. of lawful Money, &c. to him in Hand paid by the said *J. G.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *E. T.* Party to these Presents, doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth release, acquit and discharge the said *J. G.* his Executors, Administrators and Assigns, by these Presents **With** demised, granted, and to Farm let, and by these Presents **Doth** demise, grant, and to Farm let, unto the said *J. G.* **All that** the aforesaid Close of Pasture or Arable Land, called, &c. and the said Close of Arable Land, called, &c. in and by the said recited Copy of Court-roll granted, with their and every of their Appurtenances; and all Ways, Paths, Waters, Easements, Profits, Commodities and Advantages to the same belonging, or in any wise appertaining; And also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of him the said *E. T.* Party to these Presents, of, in, unto or out of the said Closes and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances; **To have and to hold** the said two Closes of Pasture or Arable Land hereby granted, or mentioned or intended to be hereby granted, with their and every of their Appurtenances, unto the said *J. G.* his Executors, Administrators and Assigns, from the Day, &c. (*the Date of the Copy*) last past, before the Date of these Presents, for, by and during, and unto the full End and Term of One and twenty Years

from thence next ensuing, and fully to be complete and ended, if he the said *E. T.* Party to these Presents, and *M.* his Daughter, or either of them, shall so long happen to live : *Wielding*, paying, doing and performing, during the said Term hereby granted, all the Rents, Herjots, Burthens, Works, Suits, Customs and Services, which during the said Term shall become and grow due, and which by the said *E. T.* Party to these Presents, and *M.* his Daughter, or either of them, are, shall or ought to be from Time to Time paid, done, and rendered and performed. *And* the said *E. T.* Party to these Presents, for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *J. G.* his Executors, Administrators and Assigns, by these Presents, in Manner following ; that is to say, That he the said *E. T.* at the Time of the Sealing and Delivery of these Presents, is the only true and lawful Owner of the said two Closes, and all other the Premisses hereby demised, or mentioned or intended to be hereby demised, with the Appurtenances : *And* that he the said *E. T.* by Virtue of the said recited Copy of Court-roll, and Licence therein and thereby granted, hath in himself good Right, true Title, full Power, and lawful and absolute Authority, to demise, grant, and to Farm let, the said Closes and Premisses before hereby granted, with the Appurtenances, unto the said *J. G.* his Executors, Administrators and Assigns, for and during all the said Term of one and twenty Years, determinable as aforesaid, in Manner and Form as aforesaid ; *And* that as well the said Closes, and all other the Premisses hereby granted, or mentioned or intended to be hereby granted, with the Appurtenances, as also the said *J. G.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, during the said Term hereby granted, remain, continue, and be free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, upon every reasonable Request, well and sufficiently saved, defended, kept harmless and

and indemnified by the said *E. T.* his Heirs, Executors or Administrators, or some or one of them, of and from all and all Manner of former and other Grants, Bargains, Leases, Assignments, Mortgages, Conditions, Rents, Arrearages of Rents, Judgments, Executions, Troubles, Forfeitures, Charges, Titles and Incumbrances whatsoever, had, made, committed, done or suffered by him the said *E. T.* or by any other Person or Persons whatsoever: ~~Provided~~ always, and upon Condition, That if the said *E. T.* his Heirs, Executors or Administrators, do well and truly pay, or cause to be paid, unto the said *J. G.* his Executors, Administrators or Assigns, the full Sum of, &c. of lawful Money, &c. in Manner and Form following, that is to say, &c. Part thereof at or upon the Day, &c. next ensuing the Date of these Presents, &c. more other Part thereof at or upon, &c. then next following, and, &c. the Remainder, and in full Payment thereof, at or upon, &c. which shall be in the Year of our Lord, &c. without any Manner of Deduction, Defalcation or Abatement whatsoever, for or upon the Account of any Taxes, Payments, Charges or Impositions, as well ordinary as extraordinary whatsoever; that then and from thenceforth these Presents, and every Clause, Matter and Thing therein contained, shall cease, determine, and be utterly void and of none Effect; and then and from thenceforth it shall and may be lawful to and for the said *E. T.* or such Person to whom the same shall descend, according to the Custom of the said Manor of, &c. To have, possess and enjoy all and singular the Premises, with the Appurtenances, as in his or their former Right and Estate; this Indenture, or any Thing therein contained, to the contrary thereof in any wise notwithstanding. And the said *E. T.* Party to these Presents, for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and grant, to and with the said *J. G.* his Executors, Administrators and Assigns, by these Presents, That he the said *E. T.* his Executors, Administrators or Assigns, or some or one of

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them,

them, shall and will well and truly satisfy and pay, or cause to be paid, unto the said *J. G.* his Executors, Administrators or Assigns, the said Sum of, &c. at the several and respective Days and Times before limited and appointed in the above-written Proviso, and according to the true Intent and Meaning of these Presents; and that without any manner of Deduction or Abatement whatsoever, for or upon the Account of any Taxes, Payments, Charges, Assessments or Impositions, as well ordinary as extraordinary, whatsoever, as aforesaid: **And** that from and after Default shall be made of or in the Payment of the said Sum of, &c. at the several Days and Times before, in and by the Proviso or Condition aforesaid limited and appointed for Payment thereof, it shall and may be lawful to and for the said *J. G.* his Executors, Administrators and Assigns, from Time to Time, and at all Times during the said Term hereby granted, quietly and peaceably to have, hold, use, occupy, possess and enjoy the said two Closes of Pasture or Arable Land, and all other the Premises hereby demised, or mentioned or intended to be hereby demised, with the Appurtenances, and the Rents, Issues and Profits thereof to take and receive to and for his and their own proper Use and Behoof, without any the Let, Interruption, Suit in Law or Equity, Eviction, Ejection, Disturbance or Denial of or by the said *E. T.* or the said *M. T.* or either of them, their or either of their Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever, by Virtue of any Custom of the said Manor of, &c. or by any other Right or Title whatsoever. **And** also that he the said *E. T.* his Heirs and Assigns, and all and every other Person and Persons, lawfully claiming or deriving, or which shall or may lawfully claim or derive any Estate, Right, Title, Interest, Claim or Demand, of, in, or out of the said Closes and Premises hereby granted, or mentioned or intended to be hereby granted, or any Part or Parcel thereof, shall and will at all Time and Times, from and after Default of Payment made as aforesaid, upon
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the reasonable Request of the said J. G. his Executors, Administrators or Assigns, make, do, execute and suffer, or cause and procure to be made, done, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances in the Law whatsoever, for the further, better, and more perfect and absolute Assuring, Sure-making, Establishing and Confirming of all and singular the Premises, with the Appurtenances, unto the said J. G. his Executors, Administrators and Assigns, for and during the Term hereby granted, without Power or Equity of Redemption, according to the true Intent and Meaning of these Presents; as by the said J. G. his Executors, Administrators or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, advised and required. In Witness, &c.

*Licence from a Lord to a Tenant to demise
Lands held by Chattel-lease.*

To all to whom these Presents shall come, T. D. of, &c. Esq; sendeth Greeting. Whereas the said T. D. in and by one Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, Did demise, grant, and to Farm let, unto R. G. of, &c. All that Messuage, &c. with all and singular the Appurtenances thereunto belonging, which said Premises are situate, lying, and being in the Parish of, &c. in the County of, &c. and were late in the Possession of, &c. To hold to the said R. G. for the Term of Ninety-nine Years, if R. J. and J. G. Sons of the said R. G. the Elder, or any or either of them, should so long happen to live, so that the said R. G. did not alien, assign or set over his Estate, Term or Interest in the said Premises, to any Person or Persons whatsoever, (unless it were to or in Trust for his Wife, Child or Children) without the Licence of the said T. D. in Writing under his Hand and Seal first had and obtained, as in and by the said recited Indenture may

The Complete Court-Keeper : Or,

more fully appear : *Now know ye*, That the said *T. D.* Hath given and granted, and by these Presents Doth give and grant unto the said *R. G.* his Executors and Administrators, full and free Liberty, Licence and Authority, at any Time during the Remainder of the said Term, to demise, grant, bargain, sell or assign the said Messuage and Premises, with the Appurtenances, or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years, determinable with the said recited Indenture of Lease; the Person or Persons, to whom the same shall be assigned, from Time to Time yielding, paying and performing the Rents, Covenants and Agreements in the said recited Indenture contained; any Thing in the said recited Indenture contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

A Surrender of a Chattel-lease.

T^o all to whom these Presents shall come, *A. H.* of, &c. sendeth Greeting. *Whereas* the said *A. H.* stands possessed of, and interested in, for the Remainder of a certain Term of Ninety-nine Years, determinable on her Death, of and in all that Messuage, &c. with the Appurtenances, situate in, &c. and of and in, &c. All which said Messuage and Premises are set, lying and being within the Manor of, &c. aforesaid, and formerly were in the Tenure or Occupation of, &c. by Virtue of one Indenture of Lease, bearing Date, &c. granted by, &c. deceased (Except as in the said Lease is excepted) : *Now know ye* by these Presents, That she the said *A. H.* for and in Consideration of the Sum of, &c. to her in Hand paid by *W. S.* of, &c. Esq; the Receipt whereof she doth hereby acknowledge, Hath granted, bargained, sold, surrendered, yielded up, and for ever quit-claimed, and by these Presents Doth grant, bargain, sell, surrender, yield up, and for ever quit-claim, unto the said *W. S.* (to whom the Reversion and Inheritance of the

the said Premisses doth belong and appertain) and to his Heirs and Assigns for ever, **All** and singular the said Messuage, Tenement, Closes, Lands, Hereditaments and Premisses above-mentioned, with the Appurtenances; And also all her Estate, Right, Title, Interest, Term of Years, Claim and Demand whatsoever, as well in Equity as in Law, of, in, and to the said Messuage, Tenement and Premisses, with the Appurtenances, so that neither she the said *A. H.* her Executors, Administrators or Assigns, or any of them, shall or may have, claim, challenge or demand the said Premisses, or any Part thereof, or any Estate, Right, Title or Interest, of, in, and to the same, or any Part thereof; but shall and will, at all Times hereafter, of and from all and every Action, Right, Title or Interest, of, for and concerning the said Premisses, and every Part thereof, be barred and for ever excluded by these Presents. **And** the said *A. H.* for herself, her Executors, Administrators and Assigns, doth covenant and grant, to and with the said *W. S.* his Heirs and Assigns, That he the said *W. S.* his Heirs and Assigns, shall and may at all Times hereafter peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premisses above-mentioned, and every Part thereof, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of her the said *A. H.* her Executors, Administrators or Assigns, or of any other Person or Persons claiming, or to claim, by, from or under her. **In Witness, &c.**

*A Surrender of Lands held by Freehold-lease
for three Lives together.*

T All to whom these Presents shall come, I *T. L.* of, &c. send Greeting in our Lord God everlasting. *Whereas* *L. A.* of, &c. Esq; by his Indenture of Lease bearing Date, &c. and made, or mentioned to be made, between the said *L. A.* of the one Part, and *G. H.* of, &c. by the Name of *G. H.* of, &c. of the other Part, for the Considerations therein mentioned, Did demise, grant, and to Farm let, unto the said *G. H.* All that Messuage, &c. situate, lying and being within the Parish of, &c. aforesaid, and then in the Tenure or Occupation of the said *G. H.* his Assignee or Assigns, together with all Houses, Edifices, &c. To have and to hold all and singular the therein before demised Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *G. H.* his Heirs and Assigns, for and during the natural Lives of him the said *G. H.* and of *J.* and *M.* his Sons, and for and during the Life natural of every and either of them longest living, by and under the yearly Rent of, &c. of lawful Money, &c. with divers other Covenants and Agreements in the said recited Indenture mentioned and contained; as in and by the same, Relation being thereunto had, may more fully and at large appear: **And whereas** the said recited Indenture of Lease, and all the Estate of, in and to the Premises, is by several mean Conveyances and Assurances in the Law well and duly executed, come unto and vested in me the said *T. L.* by Virtue whereof the sole Power of surrendring, and taking a new Estate of the Premises of the Lord thereof, is lawfully and only in me: **Now know ye**, That I the said *T. L.* for divers good Causes and Considerations me thereunto moving, **Have** surrendred and yielded up, and by these Presents **Do** surrender and yield up, unto *T. A.* of, &c. Esq; Lord of the said Messuage or Tenement and Premises,

ses, All my Estate, Right, Title, Interest, Term, Claim and Demand whatsoever, of, in or to the said Messuage or Tenement and Premises, and of, in or to every Part or Parcel thereof, together with the said recited Indenture of Lease. In Witness, &c.

A Surrender of a Copyhold Estate taken by the Steward out of the Manor, in the Presence of two customary Tenants.

Manor } **B**E it remembered, That on the Day, of *A.* } *Ec.* at *M.* in the County of, *Ec.* *T. B.* (who claims to hold for Term of his Life by Copy of Court-roll of the Manor aforesaid, bearing Date, *Ec.* (amongst other Things) one Close of Pasture, *Ec.* and one Close of, *Ec.* containing, *Ec.* with the Appurtenances, within the said Manor of *A.* aforesaid) came before me *G. J.* Gent. Steward of the said Manor, and in the Presence of *A. W.* and *C. D.* two of the customary Tenants of the said Manor, did surrender and yield up into the Hands of the Lord of the Manor of *A.* aforesaid the said several Closes of Pasture and Arable Land, with the Appurtenances, and all his Estate, Right, Title, Interest, Possession, (if more than one Life) Reversion, Claim and Demand whatsoever, of, in, and to the same, and of, in, and to every Part and Parcel thereof, to the End the said Lord of the said Manor might do therewith his Will.

T. B.

Taken the Day and Year first above written, before me *G. J.* Steward there, in the Presence of

A. W. } Tenants.
C. D. }

Note ;

Note; This is to be read to the Tenants after the Tenant *T. B.* hath surrendred, saying after the Steward the usual Words in the common Surrender; and then the two customary Tenants put their Hands as Witnesses, as above.

A Surrender of a Copyhold Estate, held by one Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity payable during Life, by Way of Assignment.

To all to whom these Presents shall come, *M. C.* of, &c. sendeth Greeting. **Whereas** the said *M. C.* by Virtue of a Copy of Court-roll of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of and interested in one Tenement, &c. being part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-roll more at large may appear: **Now** these Presents witness, That the said *M. C.* for and in Consideration of the annual Sum of, &c. of lawful Money, &c. secured to be paid her during the Term of her natural Life, by *W. B.* Esq; present Lord of the Manor of, &c. aforesaid, hath assigned, transferred and set over, and by these Presents **Doth** assign, transfer and set over, unto the said *W. B.* **The** before recited Tenement, &c. with the Appurtenances, and all the Right, Title, Interest, Claim and Demand whatsoever, of her the said *M. C.* of, in, and to the same, by Virtue of the said Copy of Court-roll, or the Custom of the said Manor, or otherwise howsoever, together also with the said Copy. **And** to the Intent the said *W. B.* may become as lawfully and absolutely possessed of the said Tenement, Lands and Premises, as of other Parts of the said Manor now in his Hands,

the

the said *M. C.* doth hereby covenant and promise, to and with the said *W. B.* his Heirs and Assigns, that she the said *M. C.* shall and will, at the next Court Baron to be held for the said Manor of, &c. or at any other Time or Times, upon the Request, and at the Costs and Charges of the said *W. B.* or his Heirs, surrender into his or their Hands, or into the Hands of the Steward of the said Manor, or otherwise, according to the Custom of the said Manor, to the Use of the said *W. B.* his Heirs and Assigns, the aforesaid Tenement, &c. and all the Lands, Meadows, Pastures, Feedings and Commons, to the same belonging or appertaining; and all her Right, Title, Claim and Demand whatsoever, of, in, and to the same. And that she the said *M. C.* shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law of the said *W. B.* his Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things for the further, better, and more perfect Assuring and Conveying of the said Tenement, Lands and Premises, to the Use of the said *W. B.* his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required: And further, That at the Time of such Surrender or Surrenders, or other Assurance or Assurances to be made of the said Tenement, Lands and Premises, the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrenders, Forfeitures, and other Incumbrances whatsoever, had, made, done, or wittingly or willingly suffered, by her the said *M. C.* or by any other Person or Persons lawfully claiming by, from, or under her. *In Witness, &c.*

Bond for paying the Annuity of two Payments in the Year, the first to begin at, &c. reciting at large this Deed of Surrender in the Beginning.

A Sur-

A Surrender of a Copyhold Estate, held by a Widowhood and one Life, out of Court, in order to take a new Estate in the Premises by Lease.

TH all to whom these Presents shall come, *A. F.* Widow of *J. F.* of, &c. deceased, and *S. P.* Wife of *R. P.* of the same Place, &c. and the said *R. P.* send Greeting. **W**hereas by Copy of Court-roll of the Manor of, &c. aforesaid, bearing Date, &c. a Grant was made by, &c. unto *T. F.* of, &c. aforesaid, of a Messuage or Tenement, &c. situate, lying and being in, &c. and then late in the Tenure of, &c. To hold for the Term of the Lives of the said *T. F.* and *J. F.* and *S. F.* Son and Daughter of the said *T. F.* and the Life of either of them longest living, successively, at the Will of the Lord, according to the Custom of the said Manor, by and under the yearly Rent of, &c. and one Heriot, when it should happen, the best Beast or Goods, or in Lieu thereof, the Sum of, &c. in Money, at the Election of the Lord of the said Manor, and by and under all other Rents, Burdens, Works, Suits, Customs and Services therefore due and of Right accustomed; as by the said Copy of Court-roll more at large may appear: **A**nd whereas the said *T. F.* and *J. F.* are since deceased, whereby the said *A. F.* is possessed of the Premises aforesaid for Term of her Widowhood, according to the Custom of the said Manor of, &c. And whereas the said *S. F.* is since married to the said *R. P.* **N**ow these Presents witness, That the said *A. F.* by and with the Consent, and at the Direction and Appointment of the said *S. P.* and *R. P.* testified by their being made Parties to, and Signing and Sealing of these Presents; and also the said *S. P.* and *R. P.* for divers good Causes and valuable Considerations them thereunto especially moving, and to the

Intent and Purpose that a new Estate of and in the said Premises may be granted to the said *A. F.* they the said *A. F. S. P.* and *R. P.* have surrendred and yielded up, and by these Presents Do, and each and either of them Doth surrender and yield up, unto *W. B.* the Elder, Esq; &c. and *W. B.* the Younger, Esq; eldest Son and Heir of the said *W. B.* the Elder, and Lord of the said Manor, of, &c. As well the said recited Copy of Court-roll, and all and singular the Messuage, Tenement, Lands and Premises aforesaid, with the Appurtenances, therein and thereby granted; As also all the Estate, Right, Title, Interest, Possession, Reversion, Property, Claim and Demand whatsoever, of them the said *A. F. S. P.* and *R. P.* and of either or any of them, of, in, and to the same, or of, in, or to any Part or Parcel thereof. And the said *A. F. S. P.* and *R. P.* do hereby covenant for themselves, and every of them, by these Presents, That they the said *A. F. S. P.* and *R. P.* and each and every of them, shall and will from Time to Time, and at all Times hereafter, during the Term of their Lives, at the reasonable Request, Costs and Charges in the Law of the said *W. B.* the Elder, and *W. B.* the Younger, or either of them, their or either of their Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better, and more perfect Surrendring of the said Tenement, Lands and Premises, to the Use of the said *W. B.* the Elder, and *W. B.* the Younger, their Heirs and Assigns, as by them, or either of them, their or either of their Counsel learned in the Law, shall be reasonably devised, or advised and required. In Witness, &c.

A Cove-

*A Covenant in Nature of a Mortgage, upon
a Surrender of Copyhold Lands, on Condi-
tion to pay a Sum of Money at a certain
Time to come.*

THIS Indenture made, &c. Between T. D. of, &c. of the one Part, and J. H. of, &c. of the other Part, Witnesseth, That whereas the said T. D. hath lately surrendred into the Hands of the Lord of the Manor of, &c. according to the Custom of the said Manor, by the Hands and Acceptance of R. C. and T. M. two of the customary Tenants of the said Manor, All that Messuage, &c. with all and singular the Appurtenances, lying and being within the Manor of, &c. aforesaid, to the Use of the said J. H. his Heirs and Assigns, to hold according to the Custom of the said Manor, with a Proviso, and upon Condition, That if the said T. D. his Heirs, Executors or Administrators, shall and do well and truly pay, or cause to be paid, unto the said J. H. his Executors, Administrators or Assigns, the Sum of, &c. of lawful Money, &c. at, &c. then the said Surrender to be void and of none Effect, as by a Note or Memorandum of the said Surrender, taken out of the Court-roll the Day of the Date hereof, (Relation being thereunto had) more plainly appeareth: Now the said T. D. doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said J. H. his Executors and Administrators, by these Presents, That he the said T. D. his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid, unto the said J. H. his Executors and Administrators, the said Sum of, &c. of lawful Money, &c. at the Day and Place, and in Manner and Form, as in the said Proviso or Condition of the said Surrender before recited, limited and appointed for the Payment thereof. And further
also,

also, that he the said *T. D.* at the Time of the making of the said Surrender before-recited, had a good Estate of Inheritance in Fee-simple, according to the Custom of the said Manor of, &c. of and in the said Messuage, and all and singular the Premises, with the Appurtenances before-mentioned to be surrendered, and had good Right, and lawful and absolute Power and Authority in himself to surrender the same, and every Part thereof, unto the said *J. H.* and his Heirs, in Manner and Form aforesaid, and that the same are free from all former Surrenders and Incumbrances whatsoever.

In Default of Payment, *J. H.* and his Heirs to enjoy the Premises for ever: And after Default, to make further Assurance, be it by Fine or Recovery, Surrender, Release, or Confirmation, according to the Custom of the said Manor, &c. Till Default of Payment, *J. H.* to permit and suffer *T. D.* to enjoy &c.

A Release of a Copyhold Estate.

To all to whom these Presents shall come, *A. B.* of, &c. and *C. B.* of, &c. Brother of the said *A. B.* send Greeting. Whereas the said *A. B.* is or was seised for and during the Term of his natural Life, according to the Custom of the Manor of, &c. of and in one Copyhold Messuage or Tenement, with the Appurtenances, in, &c. aforesaid, being Parcel of the said Manor, late in the Tenure or Occupation of, &c. deceased, and of and in several Parcels of Land, Meadow and Pasture, to the same belonging, or reputed Part thereof: And whereas the said *C. B.* hath a Copyhold Estate for the Term of his Life, in the said Messuage and Premises in Reversion after the Death of the said *A. B.* as by the Court-Rolls of the said Manor of, &c. more at large appeareth: Now know ye, That the said *A. B.* and *C. B.* for and in Pursuance of an Agreement heretofore made and concluded between the said *A. B.* and
E. F.

E. F. Esq; Lord of the said Manor of, &c. of and for the said Copyhold Estate, and for and in Consideration of the Sum of, &c. of lawful Money, &c. by him the said *E. F.* in Hand paid to the said *A. B.* and *C. B.* or one of them, before the Sealing and Delivery hereof, the Receipt whereof they do hereby acknowledge, and for other good Causes and Considerations them thereunto moving, Have granted, yielded up, surrendered, remised, released, and quit-claimed, and by these Presents they the said *A. B.* and *C. B.* Do, and each of them Doth, grant, yield up, surrender, remise, release, and for ever quit-claim, unto the said *E. F.* his Heirs, Executors and Administrators for ever, Their said several and respective Copyhold Estates in the said Messuage, Lands and Premises, and in any Part or Parcel of the same, and all their and either of their Estate, as well Freehold as Copyhold, Right, Title, Interest, Possession, Claim and Demand whatsoever, either in Law or Equity, or according to the Custom of the said Manor, or otherwise howsoever. And the said *A. B.* and *C. B.* do for themselves, their Heirs, Executors and Administrators, covenant and grant, to and with the said *E. F.* his Heirs, Executors and Administrators, by these Presents, That they the said *A. B.* and *C. B.* shall and will from Time to Time, and at all Times hereafter, upon Request, and at the Costs and Charges in the Law of the said *E. F.* do and perfect, or cause to be done and perfected, all such lawful and reasonable Acts and Things in the Law, for the surrendring, barring and extinguishing of their or either of their Right and Estate, as well Freehold as Customary, and all their or either of their Claim or Demand in or to the said Messuage or Tenement and Premises, or any of them, as by him the said *E. F.* his Heirs or Assigns, shall be reasonably devised and required. In Witness, &c.

*A General Exchange of one Parcel of Land
for another.*

THAT Indenture made, &c. Between R. C. of, &c. of the one Part, and W. B. of, &c. of the other Part, Witnesseth, That the said R. C. Hath given and granted, and by these Presents Doth give and grant, unto the said W. B. All that Piece or Parcel of Arable Land lying, &c. bounded, &c. containing one Acre; To have and to hold the said Acre of Land above-mentioned, with the Appurtenances, unto the said W. B. his Executors, Administrators and Assigns, for and during the term of fourscore and nineteen Years next and immediately ensuing, and fully to be complete and ended, if he the said R. C. and A. his Wife, and R. their Son, or any or either of them, shall happen so long to live, in Exchange for one Acre of Land lying, &c. being Part of three Acres of Land late in the Tenure of, &c. extending itself, &c. For which Consideration the said W. B. Hath given and granted, and by these Presents Doth give and grant, unto the said R. C. The said one Acre of Land last above-mentioned, with the Appurtenances; To have and to hold the said one Acre of Land above-mentioned, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, for and during the Term of fourscore and nineteen Years next and immediately ensuing and following, fully to be complete and ended, if he the said R. C. A. his Wife, and R. their son, or any or either of them, shall happen so long to live, in Exchange of and for the said one Acre of Land first above-mentioned. And the said R. C. for himself, his Executors and Administrators, doth covenant and grant, to and with the said W. B. his Executors and Administrators, That he the said W. B. his Executors, Administrators and Assigns, shall and may from Time to Time

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Time, and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Arable Land first above-mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *R. C.* his Executors, Administrators and Assigns, or any of them, or of any other Person and Persons whatsoever, claiming in, by, from or under him, them, or any of them. And the said *W. B.* for himself, his Executors and Administrators, doth covenant and grant, to and with the said *R. C.* his Executors and Administrators, That he the said *R. C.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Land last above-mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *W. B.* his Executors, Administrators and Assigns, or any of them, or of any other Person and Persons whatsoever, claiming in, by, from or under him, them, or any of them. In Witness, &c.

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A Marriage Settlement to a Wife, by way of Assignment of a Leasehold Estate for ninety-nine Years, in full of all Dower, &c. made to Trustees in Trust for the Husband during his Life; and after his Decease, to the Wife for Life; and after both their Deceases, to whom the intended Husband by Will or other Writing shall limit and appoint; with an Annuity payable out of the Estate to the Husband's Mother; and after her Decease he hath Power to grant another Annuity, &c.

THIS Indenture made, &c. Between J. B. of, &c. of the one Part, and J. S. the Younger, of, &c. Sir J. S. of, &c. G. C. of, &c. and H. B. of, &c. of the other Part. Whereas the Right Honourable J. Earl of S. by his Indenture of Lease bearing Date, &c. for the Considerations therein mentioned, hath demised and granted unto the said J. B. his Executors, Administrators and Assigns, all that Site, capital Messuage and Farm, with the Appurtenances, called, &c. situate, &c. And also all Houses, Buildings, Gardens, Orchards, Sheep-pastures, Commons, Underwoods, Custom, Works and Profits whatsoever, to the said Site, Capital Messuage, Farm, Tenements and Premises, or any Part thereof, belonging or in any wise appertaining; To hold the said Site, Capital Messuage, Farm and Premises, with the Appurtenances, unto the said J. B. his Executors, Administrators and Assigns, from the Day of the Date of the said Indenture, for and during, and unto the full End and Term of fourscore and nineteen Years, if R. K. of, &c. J. B. and W. B. Sons of the said J. B. Party

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to

to these Presents, or any or either of them, shall so long live, at and under the yearly Rents, Exceptions, Covenants and Services, in the same Indenture mentioned and expressed, as in and by the said Indenture of Lease, Relation thereunto being had, may more fully and at large appear: **And** whereas the Right Honourable *H. Lord A. Baron A. of, &c. and T. S. of, &c.* unto whom the Reversion and Inheritance of the said Farm, and of all other the Premises, are since conveyed by the said Earl of *S.* by their Indenture of Lease, dated, &c. before the Date hereof, **Have** demised and granted unto the said *J. B.* Party to these Presents, the said Site, Capital Messuage, Farm, and all other the Premises, mentioned and intended to be leased and granted unto the said *J. B.* Party to these Presents, by the said first recited Indenture of Lease; To hold unto the said *J. B.* his Executors and Assigns, immediately from and after the Death of the said *R. K.* and the Deaths of the said *J. B.* and *W. B.* the Sons of the said *J. B.* Party to these Presents, or the Forfeiture, Determination, or other Avoidance of the said Estate before-mentioned, and granted to the said *J. B.* Party to these Presents, by the said *J.* Earl of *S.* in and by the said first recited Indenture of Lease, for the Term of fourscore and nineteen Years from thence next ensuing, if *J. S.* the Younger, of, &c. shall so long live: **Now this Indenture Witnesseth,** That the said *J. B.* the Elder, for and in Consideration of a Marriage (by God's Permission) intended to be had and solemnized between the said *J. B.* the Elder and the said *J. S.* and in Consideration of the Sum of nine hundred Pounds of lawful Money, &c. being the Marriage-Portion of the said *J. S.* and for a competent jointure to be made unto the said *J. S.* (in case the said intended Marriage takes Effect, and she shall happen to survive and over-live the said *J. B.* the Elder) and in Recompence and Discharge of all such Dower and Title of Dower as she may hereafter have or claim, of, in or out of any of the Lands, Tenements and Hereditaments, whereof the said *J. B.* the

the Elder now is or shall be seised at any Time during the Coverture between them, and for divers other good Causes and Considerations him thereunto moving, by the Consent and Direction of her the said *J. S.* testified by her being made a Party to these Presents, **Doth** granted, assigned, and set over, and by these Presents **Doth** grant, assign and set over, unto the said Sir *J. S. G. C.* and *H. B.* their Executors and Administrators, **All** that the afore said Site, Capital Messuage, and Farm, with the Appurtenances, called, &c. situate, &c. and all and singular other the Premises whatsoever, mentioned and contained in the said several recited Indentures of Leases, or either of them, with their and every of their Appurtenances, together with the said several recited Indentures of Leases; **To have and to hold** the said Site, Capital Messuage, Farm, Tenements, and all other the Premises whatsoever, and the said several recited Indentures of Leases, unto the said Sir *J. S. G. H.* and *H. B.* their Executors and Administrators, for and during all the Residue and Remainder of the said Term and Estates above-mentioned or intended to be granted by the said *J. Earl of S.* and by the said Lord *A.* and *T. S.* or either of them, in and by the said several recited Indentures of Leases yet to come and unexpired, at and under the yearly Rents, Exceptions, Covenants and Conditions, in the said recited Indentures of Leases mentioned and contained: **Upon the special Trusts** nevertheless, and to the several Uses, Intents and Purposes hereafter-mentioned and declared, (that is to say) **That** they the said Sir *J. S. G. C.* and *H. B.* and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer the said *J. B.* the Elder, and his Assigns, to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Tenement and Premises, with the Appurtenances, and all and singular the Rents, Issues and Profits thereof, to have, take, receive and dispose to his own proper Use and Behoof, for and during so many Years of the said several Terms of fourscore and nineteen Years,

a he shall happen to live ; And also from and immediately after the Death of the said *J. B.* the Elder, in case the said intended Marriage takes Effect, shall and will permit and suffer the said *J. S.* and her Assigns to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Tenements and Premises whatsoever, with the Appurtenances, and all and singular the Rents, Issues and Profits thereof, to have, take, receive and dispose, to her own proper Use and Behoof, for and during so many Years of the said several Terms of fourscore and nineteen Years, as he shall happen to live ; And also from and after the Death of the said *J. B.* the Elder, and the Death of the said *J. S.* shall and will permit and suffer such Person and Persons, to whom the said *J. B.* the Elder shall by his last Will and Testament, or by some Deed under his Hand and Seal, give, devise, bequeath, limit or appoint the said Premises, or in Default of such Appointment, the Executors or Administrators of the said *J. B.* the Elder, to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Tenement and Premises, with the Appurtenances, for and during all the Residue and Remainder of the said first recited Term of fourscore and nineteen Years, which shall be then to come and unexpired. And upon this further Trust and Confidence, That they the said Sir *J. S. G. C.* and *H. B.* and the Survivors and Survivor of them, their Executors and Administrators, shall and will permit and suffer *A. B.* Mother of the said *J. B.* the Elder, to have, hold, enjoy, receive and take one Annuity or yearly Rent of, &c. of lawful Money, &c. at the Feasts of, &c. by equal Portions, to be issuing, going forth and out of the said Capital Messuage, Farm, Lands, Tenements, and all other the Premises, yearly, and every Year, during so many Years of the said first recited Term of fourscore and nineteen Years, as the above-named *R. K.* shall happen to live, if she the said *A. B.* shall so long live, according to a former Settlement and Provision made for the said *A. B.* at her Marriage with *W. B.* late of, &c.

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aforesaid, Gent. deceased, Father of the said *J. B.* the Elder. And if it shall happen that the said Annuity or yearly Rent of, &c. or any Part or Parcel thereof, shall be behind or unpaid at any Time during the said Term, that then it shall and may be lawful to and for the said *A. B.* to enter into and upon the said Lands and Premises charged with the Payment thereof, or in or upon any Part thereof, and distrain for the said Annuity, or yearly Rent, and the Distress and Distresses, so from Time to Time to be had and taken, to impound, and in Pound to detain and keep, until the said yearly Rent, and all Arrearages thereof, shall be fully satisfied and paid. And the said *J. B.* the Elder doth by these Presents, for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said Sir *J. S. G. C.* and *H. B.* their Executors and Administrators, and to and with every of them, that the said Site, Capital Messuage, Farm, Lands, Tenements, and all other the Premises, now are, and shall continue during the said several Terms and Estates hereby granted and assigned, free and clear, and freely and clearly acquitted and discharged of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or executed by him the said *J. B.* the Elder, or by any other Person or Persons lawfully claiming from, by or under him (except the said Annuity or yearly Rent of, &c. payable to the said *A. B.* in such Manner as is by these Presents declared). **Provided** always, and it is covenanted, granted, concluded and agreed, by and between all the said Parties to these Presents, That if the said *J. B.* the Elder, or his Assigns, shall be minded to procure a new Lease or Estate of or in the said Capital Messuage, Farm, Tenement and Premises, from the said Lord *A.* and *T. S.* or from the Heirs or Assigns of the said Lord *A.* Or if the said *J. B.* the Elder, or his Assigns, after the Death of the said *J. S.* shall be minded to alter or change any of the Uses and Trusts herein before-mentioned and declared, That

The Complete Court-Keeper: Or,

then the said Sir *J. S. G. C.* and *H. B.* and the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, (at the Request and Charges of him the said *J. B.* the Elder, or his Assigns) shall and will surrender and yield up the said first recited Indentures of Lease, and the Residue and Remainder of the said Terms and Estates thereby granted, in such Sort, that he the said *J. B.* the Elder, or his Assigns, shall and may be thereby enabled to procure such new Lease or Estate to commence and take Effect immediately after the Expiration or Determination of the said Term and Estate granted in and by the said last recited Indenture of Lease, so as the same do not prejudice or impeach the Estate or Trust herein limited and declared for the Jointure and Benefit of the said *J. S.* as aforesaid. **Provided** also, and it is further declared and agreed, by and between all the said Parties to these Presents, That it shall and may be lawful to and for the said *J. B.* the Elder, and the said *J. B.* the Elder shall have full Power and Authority, from and after the Death of the said *A. B.* Mother of the said *J. B.* the Elder, by some Deed under his Hand and Seal, or by his Last Will and Testament, to give, grant, or devise, one Annuity or yearly Rent not exceeding, &c. by the Year, unto the said *J. B.* the Son of the said *J. B.* the Elder, to be issuing, going forth and out of the said Site, Capital Messuage, Farm, Tenement and Premises, yearly, and every Year, during so many Years of the said first recited Term of fourscore and nineteen Years, as the said *J. B.* the Son of the said *J. B.* the Elder, shall happen to live. **In Witness, &c.**

The Limitation of the Estate before assigned after the Death of the Husband and Wife, and a further Annuity granted by the Husband, according to and in Pursuance of the Powers reserved to himself by the preceding Settlement, with Power of Revocation, &c.

T^D all to whom these Presents shall come *J. B.* of, &c. sendeth Greeting. *Whereas, &c.* (reciting the two Leases from the Earl of *S.* and Lord *A.* and *T. S.* just as in the foregoing Precedent.) And whereas the said *J. B.* Party to these Presents, by his Indenture of Grant and Assignment, bearing Date, &c. in Consideration of a Marriage to be had and solemnized between the said *J. B.* and *J. S.* now Wife of the said *J. B.* and other Considerations therein mentioned, Hath granted, assigned and set over unto Sir *J. S.* Brother of the said *J. S. G. C.* of, &c. and *H. B.* of, &c. their Executors and Administrators, the aforesaid Site, Capital Messuage and Farm, and all other the Premises mentioned and contained in the said several recited Indentures of Lease, or in either of them; To have and to hold the said Site, Capital Messuage, Farm, Tenement, and all other the Premises, unto the said Sir *J. S. G. C.* and *H. B.* their Executors, and Administrators, for and during all the Rest and Remainder of the said Terms and Estates above-mentioned or intended to be granted by the said *J.* Earl of *S.* and by the said *H.* Lord *A.* and by the said *T. S.* or either of them, in and by the said several recited Indentures yet to come and unexpired; Upon Trust nevertheless, That they shall permit the said *J. B.* Party to the said Indenture, and his Assigns, to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Tenement, and all other the Premises,

Premises, with the Appurtenances, and receive the Rents, Issues and Profits thereof, for so many Years of the said several Terms of Fourscore and nineteen Years as he shall live; And from and after the Death of the said *J. B.* shall permit the said *J. S.* now the Wife of the said *J. B.* and her Assigns, to hold and enjoy the said Site, Capital Messuage, Farm and Premises, and the Rents, Issues and Profits thereof, to take and receive for her own Use, for so many Years of the said several Terms of Fourscore and nineteen Years, as he shall live. And upon further Trust, That after the Death of the said *J. B.* Party to the said recited Indenture, and the Death of the said *J.* his said Wife, they the said Sir *J. S. G. C.* and *H. B.* their Executors and Administrators, shall permit and suffer such Person and Persons, to whom the said *J. B.* shall by his Last Will and Testament, or by some Deed under his Hand and Seal, give, devise, bequeath, limit or appoint the said Premises, To have, hold, possess and enjoy the same, for and during all the Residue of the said first recited Term of Fourscore and nineteen Years, which shall be to come at the Time of the Death of the Survivor of them the said *J. B.* and *J.* his now Wife. In which Indenture there is also a Proviso and Agreement, That it shall and may be lawful to and for the said *J. B.* by some Deed under his Hand and Seal, or by his Last Will and Testament, to give, grant or devise one Annuity or yearly Rent not exceeding, &c. by the Year, unto the said *J. B.* the Son of the said *J. B.* to be issuing and going forth out of the said Site, Capital Messuage, Farm, Tenement and Premises, yearly and every Year, during so many Years of the said first recited Term of Fourscore and nineteen Years, as the said *J. B.* the Son shall happen to live, to commence from and after the Death of *A. B.* Mother of the said *J. B.* as by the said Indenture, among other Trusts and Agreements therein contained, appeareth. *Now know ye,* That the said *J. B.* according to and in Pursuance of the said Proviso and Agreement, by this his Deed under

under his Hand and Seal, Doth give and grant unto the said *J. B.* his Son, **One** yearly Rent of, &c. to be issuing and going forth out of the said Capital Messuage, Farm and Premises. **To have and to hold** the said Annuity or yearly Rent of, &c. unto the said *J. B.* the Son, immediately from and after the Death of the said *A. B.* Mother of the said *J. B.* for and during so many Years of the said first recited Term of Fourscore and nineteen Years as the said *J. B.* the Son of the said *J. B.* shall live; **And** that it shall be lawful to and for the said *J. B.* the Son, from Time to Time, and at all Times, when and as often as the said yearly Rent shall be behind and unpaid, to enter into and upon the said Lands and Premises charged with the Payment thereof, or in or upon any Part thereof, and distrain for the said yearly Rent, and the Distress or Distresses so from Time to Time to be had and taken to impound, and in Pound to detain and keep, until the said yearly Rent, and all Arrearages thereof, shall be fully satisfied and paid. **And** the said *J. B.* doth by this his Deed under his Hand and Seal limit and appoint, That after the Death of him the said *J. B.* and the Death of the said *J.* his Wife, if the said *J. B.* the Son shall and do outlive *J. B.* his said Father, and the said *J.* Wife of the said *J. B.* his Father, that then they the said Sir *J. S. G. C.* and *H. B.* their Executors and Administrators, shall from thenceforth permit and suffer the said *J. B.* the Son, his Executors, Administrators and Assigns, to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Tenement, Lands and Premises for his and their own Use and Benefit, during all the Rest and Residue of the said first recited Term of Fourscore and nineteen Years, determinable as aforesaid, which shall be then to come and unexpired therein. **And** the said *J. B.* doth by this his Deed under his Hand and Seal further limit and appoint, That if and in case the said *J. B.* the Son shall die in the Life-time of the said *J. B.* the Father, or in the Life-time of the said *J.* the said Wife of the said *J. B.* or before he attain

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to the Age of One and twenty Years, or be married; and that *W. B.* the other Son of the said *J. B.* and Brother of the said *J.* the Son, shall and do outlive the said *J. B.* the Father, *J.* his said Wife, and the said *J. B.* his Son, That then they the said Sir *J. S. G. C.* and *H. B.* shall permit and suffer the said *W. B.* his Executors and Assigns, to have, hold, possess and enjoy the said Site, Capital Messuage, Farm, Lands, Tenements, Hereditaments and Premises, for his and their own Use and Benefit, during all the Rest and Residue of the said first recited Term of Fourscore and nineteen Years, determinable as aforesaid, which shall be then to come and unexpired therein. And the said *J. B.* doth by this his Deed under his Hand and Seal further limit and appoint, That if the said *W. B.* shall die in the Life-time of his said Father, or in the Life-time of the said *J.* Wife of the said *J. B.* or in the Life-time of the said *J.* his Brother, and that the first recited Term of Fourscore and nineteen Years shall have longer Continuance, and that the two Daughters of the said *J.* the Father, *M.* and *M.* shall be living, that then the said Sir *J. S. G. C.* and *H. B.* their Executors and Administrators, shall permit and suffer the said *M.* and *M.* to hold and enjoy the said Site, Capital Messuage, Farm, Lands, Tenements and Premises, and the Rents, Issues and Profits thereof, to take and receive equally between them, during all the Rest and Residue of the said first recited Term of Fourscore and nineteen Years, determinable as aforesaid, which shall be then to come and unexpired therein: and if but one of them the said *M.* and *M.* shall be then living, shall permit the Survivor of them, her Executors or Administrators, to hold and enjoy the said Site, Capital Messuage, Farm and Premises, during all the said Term; and if neither of them shall be living, shall permit and suffer the Executors or Administrators of the Survivor of them the said *M.* and *M.* to hold and enjoy the same, during the then Rest and Residue of the said Term. **Provided** always, That if the said *J. B.* the Father shall

shall at any Time hereafter be minded to revoke and make void this present Deed, and the Trust therein or thereby limited, and shall in Writing indorse on this present Deed that he doth revoke this Deed, and the Trusts herein contained, and shall then cancel this Deed, That then and from thenceforth this present Deed, and all the Trusts and Uses therein contained, shall cease, determine, and be utterly void, to all Intents and Purposes; any thing herein contained to the contrary notwithstanding. In Witness, &c.

A Settlement or Lease of a Copyhold Estate in order to a Marriage, made from the intended Husband's Uncle to Trustees in Trust for his Nephew, to enable him to make a Jointure to a Wife: First, the Uncle to enjoy during his Life, then the Nephew or intended Husband to enjoy during his Life; and after both their Deceases, to such Person or Persons as the Nephew shall by Writing under his Hand, &c. limit and appoint.

THIS Indenture Tripartite, made, &c. Between *W. S.* of, &c. of the first Part, *M. S.* of, &c. Nephew of the said *W. S.* of the second Part, and *R. D.* of, &c. and *J. D.* of, &c. aforesaid, of the third Part. Whereas the said *W. S.* now at the Time of the Sealing and Delivery of these Presents, is and standeth solely, lawfully and rightfully seised of and in all and singular the Copyhold Lands, Tenements and Hereditaments, with the Appurtenances, hereafter in and by these Presents demised, of a good Estate in Fee-simple, according to the Custom of the Manor of, &c. as by a Copy of Court Roll of the

The Complete Court-Keeper: Or,

said Manor of, &c. at a Court of the said Manor there holden the Day, &c. in the Year, &c. Relation being thereunto had, may more fully appear: **And** whereas there is a Marriage intended (by the Permission of Almighty God) shortly to be had and solemnized between the said *M. S.* and *M. J.* Daughter of *J. J.* of, &c. by reason whereof (in case the said Marriage takes Effect) the said *M. S.* will receive a considerable Sum of Money as and for a Marriage-Portion with the said *M.* his intended Wife, to be paid unto him by the said *J. J.* as soon as the said Marriage shall be fully consummated: **Now this Indenture Witnesseth,** That as well in Consideration of the said Marriage and Premises, and of the natural Love and Affection which he the said *W. S.* hath and beareth unto the said *M. S.* his Nephew, and for the Making and Assuring of some future Maintenance and Provision for the said *M. S.* and to enable him the said *M. S.* to provide for the said *M.* his intended Wife (in case the said Marriage shall take Effect) and their Issue, as also for divers other good and valuable Considerations him the said *W. S.* thereunto moving, he the said *W. S.* hath granted, bargained, sold, demised, set, and to Farm let, and by these Presents **Doth** grant, bargain, sell, demise, set, and to Farm let, unto the said *R. D. J. D.* **All that** Messuage, Tenement or Dwelling-house, with the Out-houses, Back-side, Garden and Orchard thereunto belonging, situate, lying and being in, &c. And also all those four Closes of Meadow or Pasture-ground, containing by Estimation, &c. be the same more or less, likewise situate, lying and being in, &c. aforesaid, called or known by the Name of, &c. and now in the Tenure or Occupation of the said *W. S.* And all Lands, Tenements, Hereditaments, Ways, Paths, Passages, **Trees**, Wood, Underwood, Commons, Common of Pasture, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises hereby demised, or mentioned or intended to be hereby demised, belong-

belonging, or in any wise appertaining; **To have and to hold** the said Messuage, Tenements, Lands, Hereditaments and Premises hereby demised, or mentioned or intended to be hereby demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *R. D.* and *J. D.* their Executors, Administrators and Assigns, from the Day next before the Date of these Presents, for, by and during, and unto the full End and Term of Fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended: **Yielding**, paying, doing and performing, all such Rents, Customs, Suits and Services, as from thenceforth shall from Time to Time, during the said Term, according to the Custom of the said Manor of, &c. become therefore due and of Right accustomed. **Upon the special Trust** and Confidence nevertheless, and to and for the several Uses, Intent and Purposes hereafter in these Presents limited, expressed and declared, and to and for no other Use, Intent or Purpose whatsoever; (that is to say) **To the Use, Intent and Purpose, That** they the said *R. D.* and *J. D.* and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer the said *W. S.* to have, hold, occupy, possess and enjoy all and singular the before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own proper Use and Behoof, for and during so many Years of the said Term hereby granted as shall run out and expire in the Life-time of the said *W. S.* without Impeachment of or for any manner of Waste. **And** from and immediately after the Decease of the said *W. S.* do and shall permit and suffer the said *M. S.* to have, hold, occupy, possess and enjoy all and singular the before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own proper

proper Use and Behoof, for and during so many Years of the said Term hereby granted as after the Decease of the said *W. S.* shall run out and expire in the Lifetime of the said *M. S.* without Impeachment of or for any manner of Waste; And from and after the several Deceases of the said *W. S.* and *M. S.* do and shall permit and suffer such other Person or Persons, as he the said *M. S.* shall by any Deed or Writing under his Hand and Seal, testified by two or more credible Witnesses, or by his Last Will and Testament, direct, limit and appoint the same; To have, hold, occupy, possess and enjoy, all and singular the before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Use and Benefit, for and during all the Rest, Residue and Remainder of the said Term hereby demised, which shall be then to come and unexpired. And the said *W. S.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *R. D.* and *J. D.* their Executors, Administrators and Assigns, by these Presents, That he the said *W. S.* for and notwithstanding any Act, Matter or Thing, heretofore at any Time by him had, made, committed, done or suffered to the contrary, hath in himself full Power, good Right, true Title, and lawful and absolute Authority, to grant, bargain, sell, demise, set, and to Farm let the before demised Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *R. D.* and *J. D.* their Executors, Administrators and Assigns, in Manner and Form aforesaid: And that for and notwithstanding any such Act, Matter or Thing as aforesaid, they the said *R. D.* and *J. D.* their Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the said Term hereby granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the before demised Premises, with

with their and every of their Appurtenances, and every Part and Parcel thereof, to the several and respective Uses, Trusts, Intents and Purposes as aforesaid, without the Let, Suit, Trouble, Denial, Interruption, Molestation or Disturbance of the said *W. S.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim, by, from or under him, them, or any or either of them, free and clear, and freely and clearly acquitted and discharged, or otherwise, by him the said *W. S.* well and sufficiently kept harmless of and from all and all manner of former and other Gifts, Grants, Leases, Surrenders, Mortgages, or any other Titles, Troubles and Incumbrances whatsoever had, made, committed, done or suffered by him the said *W. S.* In Witness, &c.

The Direction and Limitation of the intended Husband, mentioned in the preceding Lease by way of Jointure, That his intended Wife shall enjoy the Estate during her Life; and after her Decease, to such Child or Children as the intended Husband shall by Deed direct and appoint.

THIS Indenture made, &c. Between *M. S.* of, &c. of the one Part, and *R. D.* of, &c. and *J. D.* of, &c. of the other Part. Whereas by Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, made or mentioned to be made between *W. S.* of, &c. of the first Part, the said *M. S.* by the Name of *M. S.* of, &c. Nephew of the said *W. S.* of the second Part, and the said *R. D.* and *J. D.* of the third Part, reciting as in the same Indenture is recited, He the said *W. S.* (amongst several other Considerations therein mentioned) in Consideration of a Marriage intended then shortly

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to be and solemnized between the said *M. S.* and *M. J.* Daughter of *J. J.* of, &c. and for the making and assuring some future Maintenance and Provision for the said *M. S.* and to enable him the said *M.* to provide for the said *M.* his intended Wife, (in case the said intended Marriage should take Effect) and their Issue, Did grant, bargain, sell, demise, set, and to Farm let, unto the said *R. D.* and *J. D.* All that Messuage, Tenement or Dwelling-house, &c. and also all those four Closes of Meadow or Pasture-ground, containing, &c. situate, lying and being in, &c. aforesaid, called or known by the Name of, &c. and then in the Tenure or Occupation of the said *W. S.* and all Lands, Tenements, Hereditaments, Ways, Paths, Passages, Trees, Woods, Underwoods, Commons, Common of Pasture, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Messuage or Tenement, Lands and Premises thereby demised, or mentioned or intended to be thereby demised, belonging or in any wise appertaining, to hold unto the said *R. D.* and *J. D.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date of the said Indenture, for, by and during, and unto the full End and Term of Fourscore and nineteen Years from thence next ensuing, and fully to be complete and ended, at and under the Rents, Customs, Suits and Services, as from thenceforth should from Time to Time, during the said Term, according to the Custom of the said Manor of, &c. become therefore due and of Right accustomed; Upon the special Trust and Confidence, and to and for the several Uses, Intents and Purposes therein after limited, expressed and declared; That is to say, to the Intent and Purpose that they the said *R. D.* and *J. D.* and the Survivor of them, and the Executors and Administrators of such Survivor, should permit and suffer the said *W. S.* to have, hold, occupy, possess and enjoy all and singular the thereby before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and

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take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own proper Use and Behoof, for and during so many Years of the said Term thereby granted as should run out and expire in the Life-time of the said *W. S.* without Impeachment of or for any manner of Waste; and from and immediately after the Decease of the said *W. S.* should permit and suffer the said *M. S.* to have, hold, occupy, possess and enjoy all and singular the thereby before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own proper Use and Behoof, for and during so many Years of the said Term thereby granted, as after the Decease of the said *W. S.* should run out and expire in the Life-time of the said *M. S.* without Impeachment of or for any manner of Waste; and from and after the several Deceases of the said *W. S.* and *M. S.* should permit and suffer such other Person or Persons as he the said *M. S.* should by any Deed in Writing under his Hand and Seal, testified by two or more credible Witnesses, or by his Last Will and Testament, direct, limit and appoint the same; To have, hold, occupy, possess and enjoy all and singular the thereby before demised Premises, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Use and Benefit, for and during all the Rest, Residue and Remainder of the said Term thereby granted, which should be then to come and unexpired; as in and by the said recited Indenture (Relation being thereunto had) may more fully and at large appear. *Now this Indenture Witnesseth,* That the said *M. S.* according to the Power and Authority to him granted and limited in and by the said recited Indenture, and as well for and in Consideration of the said intended Marriage, and for the making and assuring of some future Maintenance and Provision for

the said *M.* his intended Wife (in case the said Marriage takes Effect) and such Child or Children as shall be begotten by the said *M. S.* on the Body of the said *M.* his intended Wife, as also for and in Consideration of a considerable Sum of Money to him the said *M. S.* in Hand, at and before the Sealing and Delivery of these Presents, well and truly paid by the said *J. J.* as and for a Marriage-portion with the said *M.* his said Daughter, ~~With~~ directed, limited and appointed, and by these Presents ~~Doth~~ in the Presence of *T. S. W. J.* and *H. G.* three credible Witnesses, direct, limit and appoint, ~~That~~ from and immediately after the several Deceases of the said *W. S.* and *M. S.* (in case the said Marriage takes Effect) and the said *M.* shall happen to survive the said *M.* her intended Husband, they the said *R. D.* and *J. D.* and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer the said *M. J.* and her Assigns to have, hold, occupy, possess and enjoy all and singular the Premises in and by the before-recited Indenture of Lease demised, with their and every of their Appurtenances, and every Part and Parcel thereof, and to receive and take the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to her and their own proper Use and Benefit, for and during so many Years of the said Term in and by the said recited Indenture of Lease granted, as after the several Deceases of the said *W. S.* and *M. S.* shall run out and expire in the Life-time of the said *M.* ~~And~~ from and immediately after the Decease of her the said *M.* do and shall permit and suffer such Child or Children, which shall hereafter be begotten by the said *M. S.* on the body of the said *M.* as he the said *M. S.* shall by any Deed in writing under his Hand and Seal, testified by two or more credible Witnesses, or by his Last Will and Testament, direct and appoint, to have, hold, occupy, possess and enjoy all and singular the Premises in and by the said recited Indenture of Lease demised, and to receive and take the Rents, Issues and Profits thereof,

of, and of every Part and Parcel thereof, to his and their own proper Use and Benefit, in such Manner, and by such Parts and Portions, and in such Quantities, as shall be by him directed and appointed, for and during all the Rest, Residue and Remainder of the said Term in and by the said recited Indenture of Lease granted, which shall be then to come and unexpired. In Witness, &c.

*A Lease of Copyhold Lands, by Virtue of
a Licence.*

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, Witnesseth, That the said *A. B.* by Virtue of a Licence before the Sealing and Delivery of these Presents, by him procured and obtained of and from *E. F.* Lord of the Manor, of, &c. for the Granting and Letting to Farm the Tenements, &c. hereafter in and by these Presents demised to the said *C. D.* Hath demised, leased, and to Farm let, and by these Presents Doth demise, lease, and to Farm let, unto the said *C. D.* &c. All that Messuage or Tenement, &c. To have and to hold the said Messuage or Tenement, Lands and Premises, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the Term of five Years from thence next ensuing, and fully to be complete and ended: **P**aiding and paying therefore Yearly, and every Year, during the said Term, unto the said *A. B.* his Heirs and Assigns the Yearly Rent or Sum of, &c. of lawful Money, &c. at, &c. (with Clause of Distress and usual Covenants to repair, &c.) And also the said *C. D.* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said *A. B.* his Heirs, Executors and Assigns, that he the said *C. D.* his Executors or Assigns, or any of them, shall not do, or wit-

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tingly

tingly or willingly permit or suffer to be done, any Act, Matter or Thing whatsoever, which may forfeit, lose or impair the Estate or Interest of the said *A. B.* of, in or to the said hereby demised Premises, or of, in or to any Part or Parcel thereof, or which may be otherwise hurtful or prejudicial to the said *A. B.* his Heirs or Assigns, for or concerning the having, holding or enjoying of the same, or any Part thereof. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant, to and with the said *C. D.* his Executors and Assigns, That he the said *C. D.* his Executors and Assigns, under the Payment of the said yearly Rent, and Performance of the Covenants and Agreements aforesaid, which on his and their Parts and Behalves are and ought to be performed, shall and may quietly and peaceably have, hold and enjoy all and singular the before-mentioned to be hereby demised Premises, and every Part and Parcels thereof, with the Appurtenances, during the Term hereby demised, without any Interruption, Molestation or Eviction of him the said *A. B.* his Heirs and Assigns, or of any Person or Persons whatsoever now lawfully claiming, or that shall or may hereafter lawfully claim any Estate, Right, Title or Interest of, in or to the same, or any Part thereof, by, from or under him, them, or any of them: And also that he the said *A. B.* his Heirs, Executors and Assigns, or some or one of them, shall and will from Time to Time, and at all Times hereafter, discharge or upon reasonable Request save harmless and keep indemnified the said *C. D.* his Executors and Assigns, of, for and from all Quit-Rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the said hereby demised Premises, or any Part thereof, to the said *E. F.* Lord of the Manor aforesaid, his Heirs and Assigns. In Witness, &c.

*An Under-lease, or Articles for holding
Lands for Two Years and a Half.*

Articles of Agreement indented, made, concluded and agreed upon, this — Day of
Ec. Between *T. H.* of, *Ec.* of the one
 Part, and *W. C.* of, *Ec.* of the other Part,
 in Manner following, *viz.*

THE said *T. H.* in Consideration of the Rents
 and Covenants herein after reserved, which on
 the Part of the said *W. C.* his Executors, Admini-
 strators and Assigns, are and ought to be paid and per-
 formed, ~~Doth~~ demised, granted, and to Farm letten,
 and by these Presents ~~Doth~~ demise, grant, and to
 Farm let and set, unto the said *W. C.* All that Mes-
 suage, *Ec.* (which said Messuage, Tenement and
 Lands aforesaid, are held by the said *T. H.* for Seven
 Years from *R. C.* of, *Ec.* by certain Articles of
 Agreement bearing Date, *Ec.* before the Date hereof)
 To have and to hold the Messuage, Tenement and
 Lands aforesaid, with the Appurtenances, (except as
 in the said recited Articles is excepted) unto the said
W. C. his Executors, Administrators and Assigns,
 from, *Ec.* now last past before the Date hereof, for
 and during, and until the full End and Term of Two
 Years and a Half from thence next ensuing, and fully
 to be complete and ended: ~~Yielding and paying~~
 therefore every half Year of the said Term of Two
 Years and a half the Rent or Sum of, *Ec.* of lawful
 Money, *Ec.* at and upon the Day, *Ec.* and the Day,
Ec. the first Payment thereof to begin and be made
 on, *Ec.* now next ensuing. And if it shall happen
 the said Rent, or any Part thereof, to be behind and un-
 paid by the Space of one and twenty Days next after
 either of the Days whereon the same ought to be paid
 in Manner as aforesaid, being lawfully demanded, and

The Complete Court-Keeper : Or,

no sufficient Distress can be found on the said Premises whereby to levy the same, that then and from thenceforth it shall be lawful for the said *T. H.* his Executors, Administrators, and Assigns, into the said demised Premises wholly to re-enter, and the same to have again, repossess and enjoy, as if this present Demise had never been made; any Thing herein contained to the contrary thereof notwithstanding. *Also*, The said *W. C.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, and grant, to and with the said *T. H.* his Executors, Administrators and Assigns, That he the said *W. C.* his Executors, Administrators and Assigns, shall and will half yearly, and every half Year of the said Term hereby granted, well and truly pay, or cause to be paid, unto the said *T. H.* his Executors, Administrators and Assigns, the said Rent or Sum of, &c. at such Half-yearly Payments, during the said Term hereby granted, as are herein before-mentioned and appointed for the Payment thereof, according to the true Intent and Meaning of these Presents. *Also*, The said *T. H.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *W. C.* his Executors, Administrators and Assigns, by these Presents, That it shall and may be lawful to and for the said *W. C.* his Executors, Administrators and Assigns, for and under the Rents, Covenants and Agreements herein before contained, to have, hold, occupy, possess and enjoy all and singular the said Premises, with the Appurtenances, without the Let, Interruption or Denial of him the said *T. H.* his Executors, Administrators or Assigns, or of any other Person or Persons claiming by, from or under him or them, or by, from or under *R. C.* &c. *In Witness, &c.*

Article

*Articles of Agreement for holding of Part of
a Farm one Year.*

Articles of Agreement indented, had, made, concluded and agreed upon this — Day, &c. in the Year of our Lord, &c. Between *W. B.* of, &c. Esq; of the one Part, and *W. W.* of, &c. Yeoman, of the other Part, as followeth (That is to say) :

First, **T**HE said *W. B.* in Consideration of the yearly Rent and Covenants herein after reserved and mentioned on the Part of the said *W. W.* to be paid and performed, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said *W. W.* All that and those Part and Parts of the Capital Messuage or Farm-house of, &c. in the said County of, &c. which lie on the North-side the Entry of the said House, and the Cheefe-loft on the other Side of the same House, with free Liberty of Ingress and Egress into and from the same, at all Times, and upon all Occasions, for all Persons whatsoever; And also all those the several Closes and Parcels of Ground after mentioned, Parcel of the said Farm, viz. (*Here insert the particular Grounds*); And also all Ways, Waters and Easements to the said Premises belonging; Excepting out of these Presents (during the Hop-season only) the little Room, &c. for the keeping the Hops arising from the Hop-yards, in, &c. aforesaid, and the Use of the, &c. for Bagging of such Hops as shall grow on the said Hop-yard, with free Ingress, Egress and Regress for the said *W. B.* and his Servants to and from the said Rooms, for the Purposes aforesaid; And also except the One half of the Apples growing on the said Premises, the same to be chosen by the said *W. B.* or his Assigns, and to be delivered

delivered to him or them at, &c. aforesaid, by the said *W. W.* And also, except all Trees, Woods and Underwoods, growing or to grow on the said Premises (other than is herein after mentioned); ~~To have and to hold~~ the said Premises (except before excepted) unto the said *W. W.* his Executors and Assigns, for and during the Term of One whole Year next coming, fully to be ended: ~~Yielding and paying~~ therefore the Rent of, &c. of lawful Money, &c. in and upon the Nine and twentieth Day of September, and the Five and twentieth Day of March, by equal Portions: And also yielding and paying upon the Days aforesaid, over and above the said, &c. five Pounds an Acre, and so proportionably for any greater or lesser Quantity of the said Premises, which the said *W. W.* shall cause or suffer to be ploughed or converted to Tillage (except the Ground called, &c.) Also the said *W. W.* doth covenant with the said *W. B.* to pay the said Rents in Manner aforesaid; and likewise to mow the *French* Grass in due Season, and to hayn and preserve the same from Cattle a Fortnight before *Candlemas* Day next, until the End of the said Term: And also, That he the said *W. W.* will spend and employ on the said Premises hereby demised, all the Hay, Straw, Fodder, Soil and Compost, arising within, or being made thereupon. And likewise that he the said *W. W.* will during the said Term keep the Fences of the said Premises in good Repair (the same being first so put by the said *W. B.*) and shall not, nor will, put or suffer any Cattle to be put into the Orchard before-mentioned, to prejudice the Fruit-trees; and shall and will preserve the Fish in the Ponds in the best Manner that may be, from being taken or destroyed. Also the said *W. B.* doth covenant with the said *W. W.* that the said *W. W.* by and under the Rents and Covenants aforesaid, shall peaceably and quietly hold and enjoy the Premises (except before excepted) for the said Term. And also, That he the said *W. B.* will allow the said *W. W.* sufficient Hedge-boot and Fire-boot, to be taken by the Assignment of the said

said *W. B.* or his Agent; and likewise shall discharge or pay all Taxes whatsoever charged on the Premises, or on the Tenant in respect thereof. And lastly, That the said *W. W.* shall and may feed and fodder his Cattle on, &c. aforesaid, until, &c. and have free Ingress, Egress and Regress, for him, his Servants and Cattle for that Purpose, In Witness, &c.

A Lease of a Farm let at a Rack-Rent for Seven Years, with Variety of good Covenants and Provisoes for the Lord to enter upon the Premises, or the Tenant to leave it at the End of Five Years.

THIS Indenture made, &c. Between *W. B.* of, &c. of the one Part, and *W. W.* of, &c. of the other Part, Witnesseth, That the said *W. B.* for and in Consideration of the yearly Rent and Covenants herein after reserved and contained, which on the Part and Behalf of the said *W. W.* his Executors and Administrators, are and ought to be paid and performed, Hath demised, granted, and to Farm let, and by these Presents Doth demise, grant, and to Farm let, unto the said *W. W.* All that Messuage, Tenement and Farm, commonly called or known by the Name of, &c. lying and being in the Parish of, &c. in the said County of, &c. late in the Possession of, &c. together with all Barns, Stables, Out-houses, Closets, Grounds, Lands, Meadows, Pastures, Feedings, Commons, Profits, Ways, Waters, Easements and Appurtenances whatsoever, to the said Messuage, Tenement and Farm belonging, or in any wise appertaining (Excepting and always reserving out of this present Demise and Grant unto the said *W. B.* his Heirs and Assigns, &c. and also except all Timber-trees, Woods and Underwoods, now standing, growing or being, or which at any Time during the Term hereby granted shall stand, grow, or be in or upon the said demised Premises, or any Part thereof, with Liberty to sell, cut

cut down, take and carry away the same); **To have and to hold** the said Messuage, Tenement and Farm, and all and singular the said Premises hereby demised, with the Appurtenances, (except before excepted) unto the said *W. W.* his Executors, Administrators and Assigns, from the Five and twentieth Day of *March* next coming, for and during the Term of Seven Years thence next ensuing and following, and fully to be complete and ended: **Residing and paying** therefore Yearly, and every Year, during the said Term hereby granted, unto the said *W. B.* his Heirs and Assigns, the yearly Rent of One hundred Pounds of lawful Money of *Great Britain*, in and upon the Nine and twentieth Day of *September*, and the Five and twentieth Day of *March*, by even and equal Portions: **And also yielding and paying**, and the said *W. W.* for himself, his Executors, Administrators and Assigns, doth covenant and grant, to and with the said *W. W.* his Heirs and Assigns, to yield and pay in and upon the Days and Times of Payment of the said yearly Rent above reserved, and over and above the same Rent, according to the rate of Five Pounds of lawful *British* Money the Acre, and so proportionably for every greater and lesser Quantity of the Meadow or Pasture Ground hereby demised, which he the said *W. W.* his Executors, Administrators or Assigns, shall at any Time, during the said Term hereby granted, ear, plow, spit up, dig, or convert to Tillage, or cause or procure, permit or suffer to be eared, ploughed, spitted up, digged or converted to Tillage; the first Payment thereof to begin at that Day of Payment of the said yearly Rent above reserved which shall next happen after any Part of the said Meadow or Pasture Ground shall be so as aforesaid eared, ploughed, spitted up, digged or converted to Tillage. **And** if it shall happen the said yearly Rent above reserved, or any Part thereof, to be behind and unpaid, in Part or in the Whole, by the Space of Eight and twenty Days next after either of the said Days or Times whereon the same should or of Right ought to be paid as aforesaid, being lawfully demanded, That

then and from thenceforth it shall and may be lawful to and for the said *W. B.* his Heirs and Assigns, into the said demised Premises, or into any Part thereof, in the Name of the Whole, to re-enter, and the same Premises, and every Part thereof, to have again, re-possess and enjoy, as in his and their first and former Estate, Right, Title and Degree; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *W. W.* for himself, his Executors and Administrators, doth covenant and grant, to and with the said *W. B.* his Heirs and Assigns, in Manner and Form following; that is to say, That he the said *W. W.* his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *W. B.* his Heirs or Assigns, the said yearly Rent above reserved, at the Days and Times, and in Manner and Form above expressed, according to the Purport and true Meaning of these Presents; And also, That he the said *W. W.* his Executors, Administrators and Assigns, shall and will keep in good and sufficient Repair, during the said Term, all the Glass-windows belonging to the Dwelling-house, and all the Walls, Gates, Stiles, Bounds and Fences belonging to the said demised Premises, (being allowed Timber and Frith for the doing thereof by the said *W. B.* his Heirs or Assigns) and scour and cleanse all the Ditches and Water-courses on the said Premises; and shall and will leave the same well and sufficiently repaired, scoured and cleansed, at the End of the said Term: And also shall and will in a Husband-like Manner spend and employ in and upon the said Premises all the Hay, Straw, Fodder, Dung, Muck and Soil, which shall happen to be made, or arise there at any Time during the said Term; and will permit and suffer *A. B.* the present Tenant, to take off his Crop of Corn at the next Harvest, which shall or may be sown this Year on the said demised Premises: And also, That he the said *W. W.* his Executors, Administrators and Assigns, shall and will sow twenty Acres of the arable Land to Clover every Year during the said Term,

and

and leave twenty-five Acres of the said Land sufficiently sown to Clover at the End of the said Term; and also shall and will leave yearly, and every Year, during the said Term, one Half of the said arable Land as a Summer Fallow unsown: **And also,** That he the said *W. W.* his Executors, Administrators and Assigns, shall not nor will mow any Part of the Down-Ground during the said Term, nor do or commit, or permit or suffer to be done or committed, any Waste, Spoil, or Destruction, in or upon the said Premises, or any Part thereof. **And further,** That the said *W. W.* shall and will from Time to Time during the said Term discharge and bear the Offices of Overseer, Churchwarden, Constable, Tythingman, and all such like personal Offices wherewith the said Premises shall be charged, when and as often as they shall happen. **And the said *W. B.*** for himself, his Heirs and Assigns, doth covenant and grant, to and with the said *W. W.* his Executors, Administrators and Assigns, That he the said *W. B.* his Heirs or Assigns, shall and will at all Times, during the said Term hereby granted, well and sufficiently repair, uphold and keep the said Messuage, and other the Houses hereby demised (except the Glass-Windows thereof) in all needful and necessary Reparations, when and as often as Need shall require; And also shall and will at all Times, during the said Term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly Rent hereby reserved, all Taxes, Rates and Payments whatsoever, wherewith the said Premises shall or may be charged or chargeable (Window-Money, and such like Taxes as are and shall be at any Time during the said Term particularly laid upon Tenants by Act of Parliament only excepted). **And further,** That the said *W. B.* his Heirs and Assigns, shall and will yearly, during the said Term, allow the said *W. W.* his Executors, Administrators and Assigns, four hundred of Faggots, or the Value thereof in other Wood, for Firing, to be had and
taken

taken by the Assignment and Appointment of the said *W. B.* his Heirs and Assigns, or his or their Bailiff, and not otherwise, and to be spent on the said Premises only, and not elsewhere ; and sufficient Plough-Timber ; or else in Lieu of such Plough-Timber the Sum of One Pound and Ten Shillings in Money, at the Election of the said *W. B.* his Heirs and Assigns ; and shall and will put the Dwelling-house and Out-houses, Walls, Gates and Fences, in tenantable Repair, on or before *Lady-day* next : And, &c. And also, That he the said *W. W.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times during the said Term hereby granted, (by and under the yearly Rent, Covenants and Agreements herein contained) peaceably and quietly enter into, have, hold, occupy, possess and enjoy all and singular the said Premises hereby demised, with the Appurtenances, (except before excepted) without any Let, Troubie, Hinderance, Molestation, Interruption or Denial of him the said *W. B.* his Heirs and Assigns, and of all and every other Person and Persons whatsoever, lawfully claiming or to claim by, from or under him, them, or any of them ; And shall and may hold and enjoy sixty Acres of the arable Land belonging to the said demised Premises, from the End of the said Term hereby granted, till the End of the Harvest then next following, and the Barn to thrash out his Corn in for a Year after the said Term, and House-room to lodge in, and Liberty to fodder his Cattle upon the Ground called, &c. until the Third of *May* after the Expiration of the said Term. ~~Provided~~ always, and it is agreed and declared, by and between the said Parties to these Presents, That if the said *W. B.* his Heirs or Assigns, shall be minded and desirous to take into his or their own Hands the Possession of the said Premises, at the End of the first five Years of the said Term hereby granted, and of such his or their Mind and Desire do and shall, on the Nine and twentieth Day of *September* next before the End of the said first Five Years, give Notice in Writing under his

The Complete Court-Keeper: Or,

or their Hand or Hands to the said *W. W.* his Executors, Administrators or Assigns, or leave the same for him or them at the Messuage hereby demised, with one of his or their Servants there; That then, and at the End of the first five Years of the said Term, he the said *W. B.* his Heirs and Assigns, may enter into the said demised Premises, and take possession thereof accordingly; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Provided** also, and it is further agreed and declared, by and between the said Parties to these Presents, That if the said *W. W.* his Executors, Administrators and Assigns, shall be minded and desirous to leave and yield up the said demised Premises to the said *W. B.* his Heirs or Assigns, at the End of the first Five Years of the said Term hereby granted, and of such his or their Mind and Desire do and shall on the Nine and twentieth Day of *September* next before the End of the said first Five Years give notice in Writing, under his or their Hand or Hands, to the said *W. B.* his Heirs or Assigns, or leave the same for him or them at the Capital Messuage of the said *W. B.* situate in, &c. with one of his or their Servants there; That then, and in such Case, the said Term hereby granted shall at the End of the said first Five Years cease and determine; any Thing herein contained to the contrary notwithstanding. In Witness, &c.

*Notice for quitting an Estate held by Lease
at the End of Five Years, according to
the Proviso aforesaid.*

K NOW all Men by these Presents, that I *J. L.* of, &c. by Virtue and in Pursuance of a certain Clause mentioned and contained in one Pair of Indentures of Lease, bearing Date, &c. and made between *A. B.* of, &c. of the one Part, and me the said *J. L.* of the other Part, Do this Day of, &c. in the Year of our Lord One thousand seven hundred and thir-

tēn, being the Feast of the Annunciation of the Blessed Virgin *Mary*, by this present Writing under my Hand, give Notice unto the said *A. B.* That I am minded and do intend to leave the Messuage, &c. with the Appurtenances, to me in and by the said recited Indenture of Lease granted, at the Feast of *St. Michael* the Archangel now next ensuing, to the end that then and from thenceforth the Term and Estate in and by the said Indenture of Lease granted may cease, determine, and be void. And of this I desire the said *A. B.* to take Notice accordingly.

J. L.

To Mr *A. B.*
These.

Be it remembered, That the Notice and Warning above-mentioned was given and delivered in Writing by the said *J. L.* unto the said *A. B.* at the Messuage aforesaid, on, &c. in the Presence of

C. D.

E. F.

*The Power and Authority of the
Lord and of the Steward, and
the Privilege of the Tenants :
With Variety of Law-Cases, and
Resolutions concerning Copyholds,
and the whole Business of Court-
keeping, &c.*

The LORD.

HE that is a Lord to grant and allow a Copyhold, must be such a one as is seised of a Manor, so that he must be in the Possession at the Time of the Grant; for although he have good Right and Title, yet if he be not in Possession of the Manor, it will not serve. And on the other Side; If he be in Possession of the Manor, though he had neither Right nor Title thereunto, yet in many Cases the Grant and Allowance of such a Copy is good, as he is *Dominus de Facto, sed non de Jure. Calthrop 48.*

Copyhold granted by a Disseisor, or any other, who hath the Manor, of which it is Parcel, by Wrong, shall be avoided by the Disseisee, or any other who hath Right to the Manor by his Entry or Recovery of the Manor. *Popham's Rep. 71.*

If a Lord grant a Copy in Fee, having but an Estate for Life in the Copyhold, no larger Estate shall pass than he himself hath. *Co. of Copyholds, fol. 96.*

If the Lord of a Manor taketh a Wife, and after maketh Copyhold Estates, according to the Custom, and dieth; though the Feme hath this Manor assigned unto her for her Dower, yet cannot she avoid the Copyhold

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pyhold Estate, because the Copyholders are in by a Title paramount the Title of the Feme, viz. by Custom. *Co. of Copyholds* 45.

If the Lord will turn out his Copyholder, who payeth his Customs and Services, or will not admit him to whose Use a Surrender is made, or will not hold his Court for the Benefit of a Copyholder, or will exact arbitrary Fines, when they are customary and certain, the Copyholder shall have a *Subpoena* to restrain or compel him, as the Case shall require. *Cary* 3, 4.

Equity will oblige the Lord to hold a Court, *Cro. Jac.* 368. for no Action on the Case will lie against him, if he refuses; and therefore there is no Remedy but in Chancery. *2 Bull.* 336.

About *Mich.* 1750. The Court of King's Bench granted a *Mandamus* to the Lord of the Borough and Manor of *Midhurst* in the County of *Sussex*, to hold a Court Baron for admitting a Tenant; and another *Mandamus* to the Burghers or Tenants to attend the Court Baron in order to make a Homage, and to present a Conveyance made to the Tenant in order that he might be admitted a Tenant by the Lord. But this Case seems to me to be *primæ impressionis*; the Lord and Homage may have equitable Objections, and it may be a Doubt whether a Court of Equity can by Injunction stay the Proceedings on a *Mandamus*. The Homage are to present upon their Oath, their Oath is the same or very near the Oath of a Grand Jury, they seem to be of the same Nature though of inferior Degree; one for the whole County, the other for a Part of it only; the one for Crimes, the other for private Property; and the one seems no more ministerial than the other.

It was adjudged, that if the Lord enters upon the Copyhold, and cuts down Trees, and there are not enough for Repairs without these Trees, the Tenant may have an Action against the Lord. And that Judgment was affirmed in the Exchequer Chamber. But afterwards both Judgments were reversed in Parlia-

The Complete-Court Keeper : Or,

ment by eleven Lords against Ten. 1 *R. Raym.* 551. *Comyns* 71. *Salk.* 638. *Fortescue* 152. *Ashmead v. Ranger.* 12 *Mod.* 379.

Cudmore, Lord of the Manor of *Coxhall* in *Essex*, claimed the Custody of the Copyhold Lands by the Custom (whereof the Copyholder died seised) as Guardian by the Custom, and the Plaintiff claimed as Guardian appointed by the Will of the Copyholder according to 12 *Car. 2. c. 24.* until the Son should arrive to the Age of twenty-one Years; and adjudged for the Lord, that this customary Right was not taken away by the general Words of the Act; and that the Copyholder could not appoint a Guardian for his Son till the Age of twenty-one Years by that Statute; because the Statute extends only to Lands and Tenements at the Common Law. *Paf. 3 W. & M. Clench v. Cudmore*, *Lutw.* 1181. 3 *Lev.* 395. 1 *R. Raym.* 132.

The Copyholder, and Nature of his Estate.

HE is Tenant by Copy of Court-roll, being admitted, of Lands and Tenements within a Manor, that Time out of Mind, by Use and Custom of the said Manor have been demisable and demised to such as will take the same in Fee, in Fee-tail, for Life, Years, or at Will, according to the Custom of the Manor, by Copy of Court-Roll of the same Manor. *Westm. Par.* 1. *Sym. Lib.* 2. *Seet.* 646.

And that Person is sufficient to be a Copyholder, who is of himself able, or by another, to do the Service of a Copyholder; as an Infant may be a Copyholder, for his Guardian or *Prochein Amy* may do the Service: But a Lunatick or Ideot cannot be a Copyholder, because they cannot do the Service themselves, nor depute any other. *Calthrop, fol.* 52.

A Copyholder had in Judgment of Law but an Estate at Will; yet Custom hath so established and fixed his Estate, that this by the Custom of the Manor is descendible, and his Heirs shall inherit it; and therefore

fore his Estate is not merely *at the Will of the Lord*, but *at the Will of the Lord according to the Custom of the Manor*: So that the Custom of the Manor is the Life of Copyhold Estates; for without a Custom, or if they break their Custom, they are subject to the Lord's Will. And by Custom a Copyholder is to have his Land, according to the Custom, as he which had a Freehold at Common Law. 4 Rep. 21. *Brown's Case*.

Tenant by Copy of Court-roll hath an Inheritance by the Custom; but when he doth that which is contrary to the Custom, he shall then be in no better Condition than a bare Tenant at Will. *Bulst. Part. 1. fol. 52.* So that performing the Duties and Services according to the Custom, doth so establish the Estate, that the same by the Custom of the Manor is descendible, and his Heirs shall inherit the same.

And as a Copyhold is created by Custom, it is guided by Custom.

A Copyholder doth not derive his Estate out of the Estate or Interest of the Lord only, for then the Copyhold Estate should cease when the Estate of the Lord determin'd: But the Copyholder is in by the Custom. 4 Rep. 23. a.

Tenant at Will, who may be put out at the Pleasure of the Lord, shall not do Fealty, because he hath no certain Estate: But a Copyhold Tenant shall do Fealty; which proves he hath a fixed Estate so long as he observes the Custom of the Manor. *Co. Lit. 1. 62, 63.*

If a Tenant by Custom, paying his Services, be ejected by his Lord, he may have an Action of Trespass. 1 Inst. 60 b. 61. a.

If a Tenant at Will be outlawed, his Estate is determined; but a Copyhold is not forfeited or determined by Outlawry. *Lit. Rep. 234.*

Where there is no Custom to guide Copyhold Estates, they shall be directed by the Rules of the Common Law.

When the Custom hath created Estates of Inheritance, and that the Land shall be descendible, then the Law shall direct the Descent, according to the Maxims and Rules of the Common Law, as Incidents to every Estate descendible : And such Copyhold Inheritance shall not be Assets to charge the Heir ; nor shall the Wife be endowed, nor the Husband Tenant by the Curtesy, without special Custom. *4. Rep. 22. b. Brown's Case.*

If a Copyholder die, his Heir within Age, the Heir is not obliged to come to any Court during his Nonage to pray Admittance, or render his Fine. Also if the Death of the Ancestor be not presented, nor Proclamation, it is not any Detriment, although he be of full age. *Leon. Rep. 1 Par. fol. 128.*

Privileges of Copyhold Estate ; Privileges of the Lord, and of the Tenant, &c.

THE Lord may, upon Seizure of a Copyhold, maintain an Ejectment, till the Heir comes to be admitted. *1 Keb. 287.*

The Copyholder is said to be *Surdus & Mutus* ; and that the Lord shall have the Custody, and not the *Prochein Amy* ; for otherwise he should be prejudiced in his Rents and Services. *Cro. Jac. 105. Evers and Skinner.*

The Lord is Chancellor in his own Court, to dispose of the Estate when the Tenant leaves it uncertain.

The Lord is an Instrument of Conveyance upon Surrenders, and a Conveyer himself upon voluntary Grants.

If a Man be obliged in a Statute-staple, his Copyhold Land is not extendible ; neither is it extendible upon *Elegit* ; but it is upon a Commission of Bankruptcy. If a Copyholder lease for Years by Licence of the Lord, this is not extendible in the Hands of the Lessee. *Roll's Abr. 888. Pisto's Case.*

Copy-

Copyholder of Inheritance may dig for Mines in his Land; so the Parson in his Glebe. *Siderfin*, p. 152.

Copyholder may dig for Marl without any Danger of Forfeiture; but he ought to lay it upon the same Copyhold Land. *Winch*, p. 8.

A Copyholder may hedge and inclose, but not where it was never inclosed before. *Ibid*.

Copyholder makes a Lease for Years by Licence, and dies; this shall not be Assets in the Hands of his Executors. *Popham* 118.

Copyholder shall have Aid of the Lord, where the Right of the Seigniorie comes in Question upon the Issue taken. 21 H. 6. 37.

Custom of a Manor is, That if a Copyhold descends to any Man, that Proclamation shall be made at three several Courts, that he shall come in to be admitted; and if he come not in, it shall be a Forfeiture to the Lord: Yet an Infant shall not be comprehended within this Custom; for he by Intendment of Law is not at Discretion to make his Claim. 8 Rep. 100. *Letchford's Case*.

An Infant who surrenders his Copyhold Land within Age, may enter at his full Age without being put to any Suit for it. *Popham* 39. *Bullock and Diblin's Case*.

Infant-Copyholder in Fee makes a Lease for Years without Licence, rendering Rent: At full Age he accepts the Rent, and after outs the Lessee. Lessee brings Ejectment, and Judgment for Lessee. *Per Cur'*, this Lease may be affirmed by Acceptance, and such a Forfeiture shall not bind an Infant. 8 Rep. 44. *Noy* 92.

A Popish Recusant shall forfeit all his Copyhold Land. 35 Eliz. cap. 2.

It was a Question in *Car. I.* between the King and *Holland*, Whether the King shall have a Copyhold, which is granted to one in Trust for an Alien? The better Opinion seems to be, that he shall. *Stile's Rep.* p. 20, 37, 75.

If the Lord of a Manor lose Issues, being summoned upon a Jury, Process shall issue out of the *Exchequer* to levy them upon the Lands of the Copyholders Lessees for Life or Years; for the Loss of Issues lies upon the Land, as an inherent Servitude by the Law, in whose Hands soever it come. 1 *Roll's Abr.* 157.

The King grants all his Demefne Lands in *W.* his Copyhold Lands shall not pass; *Aliter* in a common Person. 1 *Rep.* 46. *Alton-Woods Case.*

Of Customs, Prescriptions, By-Laws, &c.

CUSTOM is defined to be a reasonable Act, iterated, multiplied and continued by the People Time out of Mind.

Custom in some Cases alters the Nature of Freehold. 5 *Rep.* 84. *Pennyman's Case.*

If there be Repugnancy in the Statute Law, or Unreasonableness in Custom, the Common Law disallows and rejects it, as appears in *Dr. Bonham's Case.* 8 *Co.* 27.

A Custom shall in Construction be taken strictly, and shall not be extended beyond the Words of it: So the Custom shall be taken strictly, being in Destruction of an Estate; and it shall be intended only of a Tenant in Fee in Possession, and not in Remainder. 1 *Roll's Abr.* 568. *Baspool and Long.*

Customs are to be construed according to vulgar Apprehension, and they shall be interpreted according to the most effectual Operation of the Law. *Stile* 146.

Custom does not tend to Things collateral to the Estate, such as Entry for Conditions, &c.

When a Custom warrants a greater Estate, it warrants a less. The Custom was, That Copyhold Lands may be granted to any Person in Fee-simple. A Grant to one and the Heirs, of his Body, is within this Custom.

Custom

Custom of a Manor cannot extend out of a Manor; therefore it ought to appear in Pleading, that the *Place in which, &c. is within the Manor.* Hobart, p. 286. Roberts and Young.

Custom may enlarge a Grant farther than Common Law. If a Custom hath a reasonable Commencement, it may be good. A Custom never extendeth to a Thing newly created; as Continuance makes a Custom, so Discontinuance destroys it. Custom is an intire Thing, and cannot be apportioned; but this Rule shall not bind the King.

What may be claimed by Prescription, may be good by Custom; and what may have Commencement by Grant, may be claimed by Prescription. 2 Saunders 326.

If the Lord of a Manor is seised of an ancient Copyhold for Forfeiture, or by Escheat, and lets the same by Will without Copy for divers Years; this is not any Interruption of the customary Nature of the Land, but that he may grant it again by Copy.

If customary Land hath been of ancient Time grantable in Fee, and now of late Times the Lord hath granted the same for Life only; yet he may, if he please, resort to his ancient Custom, and grant it in Fee. 1 Leon. p. 56. Kemp and Carter.

Custom which is contrary to the publick Good, or injurious to a Multitude, and beneficial only to some particular Person, is repugnant to the Law of Reason, and void, and no Prescription can make it good; therefore the Custom of a Manor, That no Commoner should put in his Beasts until the Lord had put in his, was adjudged void. 2 H. 4. 24.

Custom and Prescription differ in the following Particulars.

Custom ought always to be alledged upon the Land, and Prescription is alledged in the Person. Every Prescription by common Intendment ought to have a lawful Beginning, and Custom a reasonable Beginning. It is said, Prescription goeth to one Man, and a Custom

tom to many. Prescription extends to Fee-simple only, but Customs extends to all Interests and Estates whatsoever. Prescription that a Copyholder of Inheritance may fell Trees, is not good; but such a Custom is good.

A Title once gained by Custom or Prescription, cannot be lost by Interruption of the Possession for ten to twenty Years, but by Interruption in the Right.

Copyholder for Life cannot prescribe against his Lord, but Copyholder in Fee may; for he hath the Copyhold in Nature of Lands of Inheritance. *Stile* 23. *Cage and Dod.*

Copyholder against a Stranger must prescribe in the Name of the Lord. *More, n. 647. b. Rep. 60.*

If the Custom be, That the Lord may demise Copyhold in Fee, he may demise them for Life, Years, or in Tail; for these Estates are included in a Fee which is greater. 1 *Roll. Abr. Stanton and Barnes, Co. Litt. 52.*

The succeeding Lord shall not take Advantage of Waste done in the Time of the preceding Lord. 2 *Siderfin, p. 9. Chamberlain and Drake.*

The Lord of a Manor cannot grant a Copyhold in Reversion, without a special Custom. *March Rep. 8.*

Custom was, If a Copyholder be convict of Felony, the Lord shall seize the Copyhold Estate; it is a good Custom. 1 *Leon. p. 1. Bornford and Packington, &c.*

Custom was, That if the Tenant did not repair, and it was presented by the Homage, the Tenant should be amerced, and the Lord shall distrain the Beasts of Tenant and Under-tenant; a good Custom. *March p. 161. Thorn and Tyler.*

Custom was, That the Steward of a Manor might make Laws and Ordinances for the well ordering of the Common and to assess a Penalty on those who broke those By-laws, also to prescribe to distrain for the Penalty. By the Court, the Custom is reasonable, and

and the Commoners are bound to take Notice of these Ordinances. *March p. 28. James and Titney.*

A By-law in a Manor binds the Tenants without Notice, because they are supposed to be within the Manor.

Where a By-law is for a Common-wealth, it is good to bind all, although all do not agree; as to make a Way, Bridge, &c. But By-laws to repair a Church, &c. shall bind only those as do assent. 44 *Ed. 3. fol. 19.*

Tenants in the Court-leet may make By-laws, for that is the King's Court, which shall bind them by their Assents. And a Town may make By-laws by Prescription, and that shall bind them, but not a Stranger: As By-laws, that every one which puts in his Beasts into the Common before, &c. shall pay, &c. this shall bind them with Assent, but not a Stranger. 13 *H. 1. Leet. 37. 1 H. 7. 14. & 21 H. 7. 40.*

Where the greatest Part of a Town agree to a By-law which was charged, then it is good against them all. 8 *Ed. 1. Assise 413.*

The Custom was, That if any one surrender to the Use of another, without expressing any Estate, that the Lord may grant it in Fee to him to whose Use the Surrender was made; it's a good Custom, for he is a Chancellor in his own Court to dispose thereof when the Tenant leaves it uncertain. *Cro. El. 392. Brown and Foster.*

If a Copyholder makes a Lease without Licence of the Lord for one Year, and dies within the Term, it shall be void against the Heir by Custom.

Custom that a Copyholder shall not alien without Licence, it is good; for it may have a lawful Commencement by Agreement.

A Custom that Lessee for Life may let for another Man's Life, is no good Custom: But the Lord may by Custom lease the same for Life, and Forty Years after. *More, n. 27.*

A Custom for a Copyholder, Tenant in Tail, to make a Lease for Years without Licence, to commit a Forfeiture, on purpose to bar the Entail, and to transfer the Lands over to another Person, is a good Custom; and is but in the Nature of a Surrender, or Common Recovery. 2 *Saunders* 422. *Grantham* and *Coples*. And the Lord in such Cases may not admit any other but him to whom it is appointed by the Tenant, making such Forfeiture.

Custom of Manors, That Husband shall be Tenant by the Curtesy, and the Pleading. *More* 171.

There can be no Dower, no Tenancy by the Curtesy of the Copyhold, unless by special Custom. 1 *And.* 292.

If a Woman be dowable of Copyhold by Custom, if the Husband after the Marriage makes a Lease for Years, good by the Custom: The Tenant in Dower shall not avoid it, but it shall precede the Dower. *More*, n. 147. *Holden* and *Fairly*.

The Custom is, That a Woman shall hold during her Widowhood; she shall make a Lease before Admittance; for in that Case there is no Fine due to the Lord, and the Law vests the Estate in her. *Noy* 29. *Remington* and *Cole*.

If a Feme Copyholder holds the Land *durante Viduitate*, and then takes a Husband, the Lord shall have the Corn on the Ground, if any. *Oland's Case*.

The Widow's Customary Estate is said to be due to her, though there was a Divorce *a Mensa & Thoro*. *Hobart*, p. 181. *Howard* and *Bartlet*.

Tenant by Copy of Court-roll cannot by the Common Law take Trees for House-bote, Hedge-bote and Cart-bote, &c. as Tenant for Life or Years may do, who have an Estate certain: But a Copyholder by Custom may do it. *Gro. El.* p. 5. Lord *Montague* again *Sheppard*.

Custom that Copyholder in Fee may cut Trees, and sell them at his Pleasure, is a good Custom; but not for a Copyholder for Life, for that would tend to Destruction. 1 *Bulst.* 150. Earl of *Northumberland* against *Wheeler*. *Noy*, p. 2. 1 *Roll's Abr.* 150.

If a Copyholder by the Custom cuts down Timber-trees for Reparations, he shall have the Trees, Lop, Top and Bark; and though he cannot repair with the Tops and Bark, yet he may sell them towards Defraying the Charge in repairing. 3 *Bulstr.* 281. *Sandford and Stephens.*

The Custom is for Copyholders of Inheritance to cut Timber for Repairs; he or his Lessee cannot employ Trees felled with the Wind to any such Use, in regard that thereby his special Property ceaseth; much less can Lessee or Copyholder for Life by any such Custom take Trees. 1 *Keb.* 690.

Copyholder may justify cutting Boughs for House-bote, Hedge-bote, Cart-bote, &c. 2 *Brownl.* p. 329. *Heydon and Smith.*

But Tenant by Copy of Court-roll cannot make Waste, nor cut Trees to sell, but for his Benefit in repairing his House.

If a Copyholder for Life cuts down Timber-trees, the Lord may take them: If Under-lessee for Years of a Copyholder cuts down Timber, it shall not be a Forfeiture of the Copyhold Estate, because it is not immediately done by the Copyholder. *Stile,* p. 233.

Common which was first gained by Custom, and annexed to the customary Estate, is lost when the Copyhold is extinct and infranchised; for Common is not in its own Nature incident to a Copyhold Estate, but a collateral Interest gained by Usage: Therefore Copyholder of a Messuage, &c. had Common in the Lord's Waste. The Lord grants and confirms the said Copyhold Messuage, &c. *cum Pertinentiis*, to him and his Heirs. The Question was, Whether he should have Common still? *Per tot' Cur'*, He should not. Custom hath annexed his Common to his customary Estate; which being determined and destroyed by his own Act in making it a Freehold, the Common is also destroyed, and cannot continue without special Words; and the Words *cum Pertinentiis* will not help. *Yelv.* p. 190. *Cro.*

Cro. Jac. 253. Marsham and Hunter's Case, Noy 136. mesme Case.

Tenants in Fee must prescribe for Common, &c. in their own Names, and others that have Interest, as for Life, Years, by *Elegit*, at Will, in the Name of the Lord. *Gatewood's Case, 6 Rep.*

My Lord *Coke* says, That a Man cannot prescribe for sole Common, but for sole Pasture he may.

Bill lies not for Lord of Manor to hold a Down discharged of Defendant's Claim of Common. *6 Com. Dig. 1. 60.*

Although where the Copyhold Estate is inheritable, and the Land descendible, the Law shall direct the Descent according to the Maxims of the Law; yet such customary Inheritances shall not have by the Law any other collateral Qualities, which do concern Descents of Inheritance, which other Inheritances at the Common Law have, unless it be by Custom; for though they are Estates of Inheritance according to Custom, yet they are not Estates of Inheritance *simpliciter*, that is, to have all collateral Qualities as Estates in Fee-simple have, but only such which Custom hath settled and allowed. *4 Rep. 22. Brown's Case.*

Copyhold of Inheritance shall not be Assets to charge the Heir in an Action of Debt, upon Bond made by his Ancestor, though he has therein bound his Heirs.

The Custom of a Manor was, That if any Man had a Wife who was a Copyholder in Fee of the Manor, and had Issue by her, that he should be Tenant by the Curtesy of the Land. *A.* a Copyholder was seised, and had Issue by a Daughter, who was married to *J. S.* who had Issue. *A.* died; his Wife entered; the Wife died before Admittance. The Question was, If by the Entry of the Husband, without Admittance of the Wife, he should be Tenant by the Curtesy? *Per Cur'*, He shall: The Delay of the Admittance of the Wife shall not prejudice the Husband. *More, n. 425. Ewer and Aston.*

The

The Lord seised a Copyhold without Cause, and granted it to another in Fee: Grantee died seised, and his Heir was admitted. The first Copyholder died; his Heir entered, and surrendered to the Use of a Stranger. *Per Cur'*, Descent of Copyhold shall not take away the Entry of another Copyholder who hath Right; and the Entry of the Heir without Admission is lawful, and being in, his Surrender is good. *Cro. Jac. 36. Joyner and Lambert.*

One seised of Copyhold Land in the Right of his Wife surrenders it to the Use of another in Fee, who is admitted accordingly; the Husband dies, this is no Discontinuance to the Wife, nor her Heirs; but the Wife may enter, and not be put to her *cui in Vita*, nor her Heir to *sur cui in Vita*.

If Copyholder for Life surrender to the Use of another in Fee, it is no Forfeiture; for this passeth by Surrender to the Lord, and not by Livery: And Copyhold Estates shall not have such Qualities as Estates at the Common Law have, without special Custom. 4 *Rep. 4. Clun and Pearse.*

If Tenant for Years or for Life grant any greater Estate than he has himself in the Lands or Tenements, it is a Forfeiture of his Estate.

*The several Sorts of Copyholders,
and Customary Tenants : And of
the Court Baron, and Copyholders
Court ; and the Office and An-
thority of the Steward in the Court
Baron, and the Leet, &c.*

FIRST Sort of Copyholds were called *Terræ Nativæ*. These were called *Bondlands* also, because they were held in Villenage.

The Second Sort were called *Customary* : And these were held by Free Tenants.

The Third Sort were called *Mensales* ; as also *Dominicæ*, because by them the Table of the Lord was maintained.

A Wife that hath her Widow's Estate according to the Custom of the Manor, is a good customary Tenant.

So is Tenant by the Curtesy, by the Custom.

In some Manors there are Customs, That Executors shall have the Profits for a Year : In some Sense they are good customary Tenants.

Custom was, That for Waste to be amerced, and for such Amercement, the Beast of the Under-tenant, as well as the Tenant, should be liable to be distrained. The Under-tenant is a customary Tenant to this Purpose ; for, as he enjoys the Privilege of a customary Tenant, he shall undergo the Charges. *March Rep. 161. Thorn and Tyler.*

There

There is a Difference between Customary Lands and Copyhold Lands, Freehold as well as Copy may be Customary Lands; as Ancient Demesne may pass by Surrender in some Manors, and by Copy; and Ancient Demesne may pass by Feoffment, or Surrender. *Perryman's Case, Rep. 5.*

A Manor cannot be without a Court-Baron: It is inseparably incident to a Manor, without any Grant from the King to keep the same; and this is not drawn from the Crown, but is to be held *de Necessitate*. 1 *Bulstr. 6. The King and Stafferton.*

The Court-Baron must be held within the Manor; for if it be holden without the Manor, it is void; unless a Lord being seised of two or three Manors, hath usually Time out of Mind kept at one of the Manors Courts for all the said Manors: Then by Custom such Courts are sufficient in Law, albeit they are not holden within the several Manors. *Co. Litt. 58. a.*

There may be a Customary Manor held by Copy, and such a Customary Lord may keep Courts, and grant Copies. 11 *Rep. Nevill's Case. Cro. Jac. 260. contra.*

There are two Sorts of Courts Baron, one at Common Law, incident to every Manor, and is of Freeholders, who are Judges: And then there is a Customary Court, consisting of Customary Tenants, for without them it cannot be; and this Court may be holden without any Free Tenants, or other Suitors, except Copyholders: And of this Court the Lord or his Steward is Judge. *Co. Litt. 58.* But a single Copyhold cannot support a Custom to hold a Court.

When the Lord of a Manor, having many ancient Copyholds in a Vill, grants the Inheritance of all his Copyholds to another; or if the Lord demise all his Lands granted by Copy to another for a Thousand Years, the Grantee or Lessee may hold Courts for the Customary Tenants, and accept Surrenders, and make Admittances and Grants: For although this is

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not

not a Manor in Law, because there want Freeholders, yet there may be holden a Court for Copyholders, and the Lord or his Steward is Judge. 4 Rep. 26. *Melwich's Case*, and *Sir Christopher Hatton's Case*, &c.

An Honour consists of many Manors, and have several Copyholders; but there is for all the Manors only one Court, yet are they several and distinct Courts.

Guardian in Socage may keep Court in his own Name, and grant Copies, and be good, and shall bind the Heir, for he is *Dominus pro tempore*. Cr. Jac. 55, 98. *Shopland and Rider*. 1 R. Raym. 131.

The Lord himself may grant or make Admittance out of the Manor at what Place he pleaseth, and so cannot the Steward. 4 Rep. 26. *Melwich's Case*, &c. But by Custom the Court may be held out of the Manor, and Grants and Admittances there made be good.

Every Steward of a Court is either by Deed, or without Deed; for a Man may be retained to keep his Court-Baron and Leet without Deed, and that Retainer shall continue till he be discharged. Co. Lit. 6. b. 4 Rep. 30. And such Steward may take Surrender of Customary Tenants out of the Court, 4 Rep. 30. *Holcroft's Case*.

In all Real Actions which concern Lands, the Suitors are the Judges; but in Personal Actions, under the Sum of Forty Shillings, the Steward is the Judge.

Steward of a Manor may take Surrenders in any Place, which a Steward of a Court cannot. 1 Leon. p. 227. *Case 307*. *Balgrave and Wood*.

To take a Surrender, and grant Land by Copy, is not any Judicial Act; and the Admitting of a Copyholder is not any Judicial Act, for there needs not be any Suitors there who are Judges; and such a Court may be holden out of the Precincts of the Manor, and the Grant is good, especially if the Lord of the Manor agree to it afterwards: And this Court may be kept by the Steward, or his Deputy,
or

or Servant by his Command. 1 *Leon.* 288. Lord *Dacres's* Case.

Things of Necessity done by one who is but in a reputed Authority, are good, if they come in by Presentment from the Jury, or merely of Necessity, are good; as the Admittance of an Heir upon a Presentment, or Admittance by a Surrender to an Use: But Acts voluntary, as Grant of a Copyhold, are not good. If the Steward diminish the ancient Rents and Services, it is a void Copy. If a Lord command a Steward that he shall not grant such Land by Copy, if he grant it, it is void. *Gro. El.* 699. *Harris* and *Jay*.

In Ejectment upon Motion for a new Trial, resolved, that a Steward of a Manor may take a Surrender of a Copyhold, out of the Manor; but cannot admit out of the Manor; and that a Custom, that a Steward shall not take Surrenders out of the Manor, is a void Custom. *Paf.* 8 *W.* 3. *Tukely v. Hawkins*, 1 *R. Raym.* 76.

A Steward of a Court for Life is retainable without Deed, but a Steward may be retained for Years by Parol; but such a one is not properly a Steward, for he cannot take Surrenders out of Court, but may hold a Court, or take Surrenders in Court. 1 *Leon.* 227. *Godb.* 142. *Dyer* 248. 1 *R. Raym.* 159.

Keck was Steward of a Manor by Patent, to exercise by himself or his Deputy, and made *Clerke* his Deputy. *Kett* a Copyholder being sick sent to *Clerke* to come to him, to take a Surrender to the Use of his Will; *Clerke* by Writing under his Hand and Seal appointed *Thacker* and *Ballafton* his Deputies, jointly and severally to take this Surrender; accordingly *Ballafton* took the Surrender of *Kett* out of Court to the Use of his Will, which, at the next Court after the Death of *Kett* was presented: Held that the Surrender was a good Surrender; That *Ballafton* had a good original Authority, for where an Officer has Power to make a Deputy, such Deputy (when he is created) may do any Act that his Prin-

cial might do, and less Power he cannot have: That admitting the Authority was originally defective, yet they were sufficient Stewards *de facto*, and the Surrender for that Reason good. Then such Steward is no other than he who has the Reputation of being Steward, and yet is not a good Steward in Point of Law; *Clerke* was a good Deputy, suppose he had made *Thacker* and *Ballaston* Deputies absolutely, which would have been void; yet it would have given *Thacker* and *Ballaston* the Reputation of being good Stewards; and a Surrender to them, and a Presentment afterwards in Court, and Admittance made accordingly, would be good. (Cited *Moor*, 109, 110. 1 *Leon*. 288. 4 *Co*. 25. b.) *Paf*. 13. *W*. 3. *Parker v. Kett*. 1 *R. Raym*. 658. *Comyns* 84. *Salk*. 95.

Infant is not capable of the Stewardship of a Manor. *March*, p. 41.

Copyholder moved the Court, that the Steward might be ordered to bring in Court-Rolls to enable him to defend his Title; but the Court denied it. *Stile* 128. *Barnard*, *K. B.* 40.

Baron and Feme Copyholder, in Right of the Wife, surrender out of Court into the Hands of the Steward, and she was examined by him; and it was not proved that he was Steward by Patent, nor any special Custom to warrant it, yet it was adjudged good. *Cra. Jac*. p. 526. *Smithson* and *Cage*.

The Steward represents the Person of the Lord; for in the Absence of the Lord he sitteth in Court as Judge, to punish Offences, to determine Controversies, redress Injuries, &c. He acts some Things in the Lord's Name, and not in his own: For if the Steward admit any Copyholder, or by special Authority, or by particular Custom, license a Copyholder to alien, this Admittance and Licence shall be in the Lord's Name. *Co. of Copyholds*, fo. 143.

He must take Care to record and enroll all the Conveyances of Estates, for it hath been holden, That if the Lord in open Court grant a Copyhold Estate, and no Entry is made thereof in the Court-rolls,

rolls, that the Grant is void, and that no collateral Grant will make it good. *Calthorp, fo. 47.* But if the Tenant have no Copy, or lose his Copy, the Roll of the Court is a good Evidence.

If a Man refuse to be sworn of the Jury, he shall be fined, and the Steward of the Lord may commit him to Prison till he have paid his Fine, or amerce him and distrain. *31 H. 6.*

The Steward may cause a Stranger which cometh within the Precinct of the Leet to be sworn to inquire in the Leet; and the Lord may sell a Distress taken in that Case, for that it is the King's Court. *3 H. 7. fo. 4. 11 H. 7. 14.*

The Steward is Judge of Record, and may assess a Fine for Contempt made in Leet, and the Lord shall have Debt for that. *7 H. 6. fol. 13. 10 H. 6. fol. 7.*

A Leet is said to be a Court of Reward. *21 H. 7. fol. 33.*

Suit at the Leet is called *Suit Real*; for that is the King's Court. *45 Ed. 4. fol. 23.*

If the Steward of the Leet command the Bailiff to impanel a Jury to inquire for the King, upon Pain of Forty Pounds, and he refuse to do it, he may put upon him the Pain of Fifty Pounds; and at the second Time Forty Pounds, or more: And upon all Pains the Lord may have Action of Debt. *7 H. 6. fol. 13.*

If the Jury will not present the Defaults in a Leet of which they are informed, the Steward may assess a Fine upon them. *10 Ed. 4. fol. 4.*

A Fine in Court-leet for a Misdemeanor, &c. is not traversable. *7 H. 6. fol. 13.*

The Lord may distrain in the High-street for Amerciaments in a Leet. *34 Ed. 2.*

If my Horse be in the Keeping of another Man, he may be distrained; if I be amerced in the Leet for Stopping the Highway, &c. *47 E. 3. 12.* But if a Copyholder be amerced, the Horse of a Stranger cannot be distrained. *10 H. 7. fol. 21.*

If any Suitor, present in Court, refuse to be of the Jury, or if any make another commit such Contempt, or any other Contempt, or Disobedience in Court-leet, the Steward may set a Fine upon him without affirming by Affeerors: But when one is amerced, that shall be affirmed by the Affeerors. 10 H. 6. fol. 7.

But the Steward of the Leet cannot commit any Man to Prison for his Contempt, neither can he take Recognizance to bind a Man to good Behaviour; but he may take a Recognizance for the Peace. *Co. Instit.* 4 fol. 263.

The Steward of the Leet cannot hold Plea of any Thing appertaining to the Crown, nor touching Freehold or Lands, nor Debt, Trespas, or otherwise, *Mag. Chart. cap. 17.*

What Things may be granted by Copy, and what Grants are good.

A Manor may be granted by Copy, and generally all Lands and Tenements within the Manor; and whatsoever concerneth Lands and Tenements, may be granted by Copy; as a Fair appendant to a Manor may be granted by Copy. *Co. Lit.* 58. b.

Underwoods without the Soil, and the Herbage of Land, may be granted by Copy; but the Waste may not be granted by Copy.

Copyholds come to the Lord by Escheats, Forfeiture, or Purchase: What comes by Escheat or Forfeiture, he may grant again.

The Grants of Copyhold by Infants, Persons *Non Compos Mentis*, Lunatic, Outlawed, or Excommunicated, are good, by reason the Custom of the Manor is the main Foundation on which the Copyhold Estate is built; and what the Custom doth confirm to the Copyholder, the Law will ever allow and support, notwithstanding any such Disability or Imperfection

feſtion in the Grantor's Perſon. *Co. Lit. fol. 58. b. 8 Rep. 63. a. b. Swain's Caſe, Noy, p. 21.*

A Copyhold eſcheated, and which hath been kept in the Lord's Hands divers Years, may be granted over by the Lord himſelf, or by his Steward. *Cro. El. 699. M. 41 El. B. R.* And theſe Grants of Lands coming to the Lord by Eſcheats or Forfeitures, are called Voluntary Grants.

And if he be a lawful Lord at the Time of his voluntary Grant, whether his Eſtate in the Manor be great or ſmall is not material, as in Fee or Tail, Dower or Curteſy, for Life or Years, Tenant by Statute, *Elegit* or at Will, or on Condition, he may grant any Copyhold eſcheated to him; for as long as the Cuſtom doth allow the Rents and Services being truly reſerved, theſe Grants ſhall bind them that have the Inheritance or Freehold of the Manor; for the Copyholder doth not derive his Eſtate out of the Lord's Eſtate only, but out of the Cuſtom of the Manor; and the ſame Cuſtom that fixeth a Copyholder inſtantly in his Land upon his Admittance, will likewise protect and ſupport his Intereſt to the End, in ſuch manner, that although the Lord's Intereſt faileth, yet the Copyholder's Intereſt ſhall not fail, being upheld by Cuſtom, unleſs he forfeit it by his own Act.

Where Copyhold Land comes into the Hands of the Lord by Eſcheat or Forfeiture, the Lord may grant this Land by Copy, rendering a greater Rent, but not a ſmaller.

Exception of Timber for Fuel and Repairs, and Eſtovers, in the Grant of a Copyhold for Life, is not good where the Cuſtom allows ſuch Wood to the Tenant.

If the Eſtate of the Lord in the Manor by Relation happen to be void, yet if he grant by Copy during the Continuance of his Intereſt, it is good. So if a Man eſpouſeth the Lady of a Manor under the Age of Conſent, and after ſhe diſagreeth, tho' his Eſtate in the Manor by Relation was void, yet Copyholds granted

before Disagreement shall never be avoided. So if the Lord of a Manor commits Felony or Murder, and Process of Outlawry is awarded against him, after the Exigent he granteth Copyhold Estates according to Custom, and then is attainted; these Grants are good, though by Relation the Manor was forfeited from the Time of the Exigent awarded: So if the Lord had been attainted by Verdict or Confession.

These Grants must be according to the Custom of the Manor, and Rents and Services Customary must be reserved; for what Acts of the Lord in granting Copyholds are not confirmed by Custom but only strengthened by the Power and Interest of the Lord, have no longer Continuance than the Lord's Estate.

A Grant upon an usurped or unlawful Title shall never bind the right Owner, but that by Action or Entry he may avoid it; for the Law will not support a Custom which shall tend to the Disheriting the right Owner. -

Lessee for Years of a Manor grants a Copyhold in Reversion, and before the Reversion happens the Term is expired, the Grant is void.

If an Infant infeoff me of a Manor, though he may enter upon me at his Pleasure, yet Grants made before his Entry shall not be avoided by any subsequent Entry.

Executors may grant Copyholds according to the Custom of the Manor for Payment of Debts, where they have special Power given them by the Will to do it. *Co. Lit. 58. b.*

The Lord of a Copyhold Manor may himself grant a Copyhold Estate at any Place out of the Manor. *4 Rep. 26. b. Melwich's Case.*

The Admittance of the Lord amounts to a Grant to him who had a good Title, otherwise not. *4 Rep. 22 Winch Rep. 67. Hasset and Handson.*

Though a Copyholder may not convey his Copyhold to a Stranger without Surrender and Admittance, yet he may grant his Estate out of the Court

to

to the Lord of the Manor by Bargain and Sale, or Release: for the Custom is not between the Lord and his Tenant, but between Tenant and Tenant only. *Winch Rep. p. 57. Hasset and Handson, 1 Keb. 808.*

If a Copyhold Tenant surrender to the Use of himself, *Habend'* to him and his Wife, and to the Heirs of their Bodies, this it seems is void: for it is in the Nature of a Grant at Common Law. *2 Roll's Abr. 67. Brooks and Brooks.*

If a Man grant all his Demesne Lands, his Copyhold Lands will not pass, if he had other Demesnes to satisfy the Words of the Grant. *2 Roll's Rep. 236.* And if I, being a Copyholder, grant all my Lands and Tenements in *D.* having other Lands there besides Copyhold, in such Case my Copyhold Lands there shall not pass, because they cannot pass by any such Assurance, but by Surrender. *Owen.*

By Feoffment of the Manor Copyholds pass. *3 Keb. 456.*

of

Of SURRENDERS.

A Surrender is in Nature of a Deed Poll, rather than of an Indenture, and enures by Way of Limitation of Use. 1 *Saunders* 151.

The Surrender to the Lord is general, without expressing any Estate, for that he is but an Instrument to admit, for no more passeth to the Lord but to serve the Limitation of the Use; and when the Tenant is admitted, he shall be in by him that made the Surrender, and not by the Lord.

If a Copyholder in Fee take the same Land of the Lord by other Copy for Life, this is not any Surrender or Determination of his Copyhold Inheritance; for a Copyhold may not be surrendered but by actual Surrender in Court into the Hands of the Lord, and not by Surrender in Law. 1 *Roll's Abr.* 501. *Shepherd and Adams.*

Implication is not good in a Surrender, although it may be good in a Will. 1 *Brownl. Rep.* 127. *Allen and Nash, Noy* 152.

Every Copyholder by the general Custom may surrender in Court, and need not to alledge any particular Custom therefore: So if out of Court he surrender to the Lord himself, he need not in Pleading alledge any Custom; but if he surrender out of Court into the Hands of the Lord, by the Hands of two or three Copyholders, or by the Hands of the Bailiff, &c. these Customs are particular, and therefore he must plead them. *Co. Lit.* 59. *a.*

A Copyholder cannot surrender an Estate to another, and leave a particular Estate in himself, no more than a Freeholder.

A Copyhold Estate may pass by Release, that enures by way of Extinguishment, but not when it tends to Enlargement of an Estate.

Regularly

Regularly Estates of Copyhold must pass by Surrender and Admittance; and if the Surrender be out of Court, there must be a Presentment.

In some few Cases a Surrender is sufficient without Admittance or Presentment; as if the Copyholder surrender to the Lord's Use, there needs no Admittance.

And in some Cases, Admittance will do without a Surrender; as if the Lord makes a voluntary Grant of the Copyhold in his Hands, no Surrender is needful, but Admittance only.

If a Copyholder comes into Court, and saith that he is weary of his Copyhold, and requests the Lord to take it; or if he comes into the Court, and desires the Lord to admit his Son into the Copyhold; or any Words in the Court that declare his Intention of Surrendring into the Lord's Hands, will amount to a good Surrender. *Rep. p. 81. Hobbart and Hutton, 3 Rep. 80. in Belfield's Case.*

If a Copyholder of Inheritance takes a Lease by Indenture for Years, by this the Copyhold Estate is gone, and this is a Surrender of his Inheritance: But in the Case of taking Copy for Life, the Inheritance remains. *Rolls.*

The Steward of a Manor may take a Surrender of a Copyhold out of the Manor. *M. 13 Jac. B. R. Housley and Wild.* And the Lord or his Steward may grant Copies out of Court as well as in Court. *Cro. El. 103.*

If he who ought to surrender cannot come in Court to surrender in Person, being in Prison, the Lord of the Manor may appoint a special Steward to go to the Prison, and take the Surrender. *1 Leon. p. 46.*

A Surrender by Letter of Attorney to two Customary Tenants out of Court is good; for as he may surrender in Court, by the common Custom, and at Common Law, so he may do it by Attorney as a Thing incident at Common Law: But to surrender into the Hands of the Lord by the Hands of two Customary

Customary Tenants, requires special Custom to warrant it.

But such Attornies ought to pursue the Manner and Form of the Surrender in all Points, according to the Custom, as the Copyholder himself ought to have done.

A Copyhold Estate cannot be surrendered to another by Attorney without Deed, but one may be admitted to a Copyhold Estate by Attorney without Deed. *Stile's Pract. Reg.* 74.

If a Surrender be made to the Lord in general, without expressing to what Use, it shall be taken to the Lord's Use. *Kitch.* 81. And if any surrender to another, without expressing any Estate, the Lord may grant it to him to whose Use the Surrender was made, and the Lord shall ascertain the Estate. A Copyholder sold his Copyhold Estate, but shews not what Estate, but surrendered it to the Use of the Bargainee; and the Lord granted it in Fee to the Bargainee, and was adjudged good. *Cro. El.* 392.

Copyholder surrenders to the Use of *M.* and *R.* without Limitation of any Estate, they shall only have it for their Lives; and in such Case, if the Lord make Admittance, and deliver Seisin to *M.* and *R.* and the Heirs of *R.* this was only an Admittance to them for Term of their Lives, and the Reversion over to *R.* shall go to him who made the Surrender; for the Lord is but an Instrument, and when he hath made Admittance according to the Effect of the Surrender, nothing remains in him, but the Reversion is in the Surrender. *4 Rep.* 29. *Bunting and Lepingwel.*

It is laid down for a Rule, That the same Construction which the Law makes upon Words in a Deed, it will make in a Copy; but it is not always true, though regularly it is so.

And that as well Estates as Descents shall be directed by the Rules of Law as necessary Consequents upon the Custom, unless there be a special Custom to the contrary.

A Per-

A Person may take by the *Habend'* in the Admittance, who was not named in the Premises as to Copyhold; therefore Copyholder surrenders his Lands without saying to whose Use, and at the next Court the said Copyholder was admitted, *Habend'* to him and to his Wife in Tail, the Remainder over, the Wife shall take by this Admittance, though she was not named in the Premises; for this Case of a Copyhold is like to the Case of a Will, or Frank-marriage, in which it is sufficient to pass an Estate, albeit the Parties be only named in the *Habend'*; but it is otherwise where the Surrender is to Uses, and she is not named in the Premises.

A Man may surrender to the Use of his Wife, and it shall be good, because he surrenders to the Lord to his Wife's Use; and the Wife is admitted by the Lord according to the Surrender. 4 Rep. 29. *Bunting and Lepingwel.*

A Copy is granted to the Father and to his Son, and he doth not demonstrate which of his Sons shall have it; it was adjudged a void Grant for the Uncertainty, he having many Sons at that Time.

A Surrender to him that shall be Heir to *J. S.* or to the Use of the next Child of *J. S.* or to the next Wife of *J. S.* though at the Time of the Surrender *J. S.* had no Child, Heir, or Wife; yet if he afterwards hath, his Heir, Child, or Wife, may come into Court, and compel the Lord to admit according to the Surrender.

A Surrender to the Use of the right Heirs of *J. S.* he being alive, is void, because it cannot take Effect according to the Intent of the Grantor, which is to be executed presently.

Surrender to the Use of *J. S.* for Life, Remainder to the Use of an Infant *in ventre sa mere*, is good.

A Surrender cannot begin at a Day to come, no more than Livery: And so it was adjudged in *B. R.* 23 *Eliz.* in *Clark's Case*.

A Surrender of a Copyhold in Fee *à tempore mortis*, is void. 1 *Saunders* 151.

A Fee

A Fee may be limited upon a Fee, upon a collateral Contingency in Copyhold Estates : As if a Man surrender a Copyhold in Fee to the Use of *J. S.* and his Heirs, who is an Infant, and if *J. S.* dies before the Age of One and twenty Years, or Marriage, then he surrenders this to the Use of *J. D.* in Fee ; This is a good Remainder to *D.* upon the Contingency. 2 *Rolls* 791. *Simpson and Southwood.*

A Surrender is to the Use of a Femē Covert, the Remainder to the right Heirs of the Body of the Husband and Wife ; he in the Remainder shall not take till the Husband dies, for he which is to have this ought to be Heir of the Body of both. 2 *Rolls Abr.* 415. *Lane and Pannel.*

The Possession of a Lessee for Years is the Possession of him in Remainder, so as to make a *Possessio Fratris.* *Modern Rep.* 102. *Blackburn and Greaves.*

Where a Man surrenders to the Use of himself for Life, and afterwards to another in Tail, the Remainder to the right Heir of him who surrendereth, there his Heir shall have it by Descent ; otherwise, where the Surrenderer hath but an Estate for Life, or in Tail, there his Heir shall enter as Purchaser.

A Copyhold which by Custom was demisable for three Lives, was demised to one for his Life, the Remainder to such Wife as he should marry, and to the first Son of his Wife. *Per Cur'*, These two Remainders are void ; but the Estate for his Life was good. *More* 1922. *Webster and Allen.*

A Man cannot devise a Copyhold Estate to transfer it by his last Will only, but he must surrender it into the Hands of the Lord to the Use of his last Will, and then he may devise it to whom he pleaseth ; but nothing passeth by the Will, and all by the Surrender, and the Will is only a Declaration of the Uses of the Surrender. 1 *Bulst.* p. 200. *Semain's Case.*

And a Custom that a Copyholder shall devise his Land, is not good without Surrender. *P. Eliz. B. R. Rot.* 334. *Wroth's Case.*

A Copy-

A Copyholder surrendered to the Use of his Will, and devised to his first Son for Life, and after his Decease to the Heir Male of his Body, &c. This was ruled to be an Estate-tail.

If a Man surrenders Copyhold Land to two, equally to be divided, they are Joint-tenants; but such a Devise would have them made Tenants in Common. 1 *Ventris* 378.

When one surrenders to the Use of his Last Will, and thereby deviseth Copyhold Lands to his middle Son, and the Heir of his Body, who dies without Issue, and the Lord grants it to the youngest, the eldest Son may enter, and Admittance is not necessary.

If there be two Joint-tenants, and the one surrenders into the Hands of two Tenants to the Use of his Last Will, and makes a Will of the Land, and dies, the Surrender is afterwards presented: It is a Severance of the Jointure, and shall bind the Survivor; for being presented, it shall relate to the first Time of the Surrender. *Cro. Jac.* 800. *Porter's Case*.

Copyholder may surrender to the Use of another on Condition; as for the Copyholder to pay to the Surrendree a Sum of Money at a Time to come, and that then the Surrender shall be void. 5 *Rep.* 114. *Wade's Case*.

A Copyholder may surrender to the Use of another, reserving Rent, with Condition of Re-entry for Non-payment; and for Default of Payment, he may re-enter. 4 *H.* 6. 11. 21 *H.* 6. 37.

A Copyholder surrenders upon Condition, and afterwards by his Deed releaseth the Condition, it's good without Surrender, for properly a Right or Condition cannot be given or determined by Surrender, but by Release. *Cro. Jac.* 36. *Hull and Shardbrook*, 4 *Rep.* *Kite and Quinton*.

One cannot pass a Copyhold Estate to begin from a Day to come, nor yet upon a Contingency, no more

more than a Freehold at Common Law. 2 *Bulstr.* 274. *Simpson and Southern.*

If a Copyholder surrenders his Copyhold of Inheritance into the Hands of the Lord, to the Use of *J. S.* paying a Sum of Money to his Executors within such a Time after his Death, he to whose Use this Surrender is made, takes by Force of this presently; *per Dodridge.* 2 *Bulstr.* p. 275.

A Stranger may not surrender before Admittance; but an Heir to whom a Copyhold descends or comes in Remainder, may surrender before Admittance, because he is in by Course of Law; for the Custom which makes him Heir to the Estate, casts the Possession upon him: But a Stranger to whom the Copyhold is surrendered, had nothing before Admittance, because he is a Purchaser, and the Copy made to him upon his Admittance is his Evidence by the Custom; and before this he is not a customary Tenant, and so he can transfer nothing to another. *Yelv.* p. 144, 145. *Wilson and Weddel.* *Cro. Jac.* 36. *Joyner's Case.*

Copyholders, Baron and Feme, to them and the Heirs of the Husband: Husband dies, the Heir may surrender his Reversion before any Admittance, and during the Life of the Wife, and it is a good Surrender; for the Reversion was cast upon him by the Surrender, before any Admittance. 1 *Roll's Abr.* 499. *Calchin and Calchin.*

Infant within Age surrenders to the Use of another, it is not good in Chancery. *Mich. 9 Jac.* *Hughes and Carpenter.*

An Infant who surrenders his Copyhold Land within Age, may enter at his full Age without being put to any Suit for it. *Popham,* p. 39.

Tenant for Life of a Copyhold, where the Remainder is over, may surrender to the Lord. 9 *Rep.* 107. *Podger's Case.*

A Feme Covert and *J. S.* are Tenants for Life of a Copyhold, and *J. S.* surrenders his Moiety to the

the Husband of the Feme; this is a Severance of the Jointure, so that he is Tenant in common with his Wife. 2 *Rol. Abr.* 88. *Lane and Pannel.*

Tenant for Life, Remainder for Life of a Copyhold, the Remainder-man for Life enters upon Tenant for Life in Possession, and makes a Surrender; nothing at all passeth hereby, for by this Entry he is a Disseisor, and hath no customary Estate in him whereof to make a Surrender. *Mod. Rep.* 199. *Bird and Keck.*

A Tenant out of Court cannot take a Surrender of a Feme Covert, for that she is secretly to be examined by the Steward; *Totbil*, p. 108. unless by special Custom.

A Surrender made to the Steward, to the Use of the Steward, is good, for the Entry is, That he surrendered into the Hands of the Lord; and the Steward is but the Lord's Servant, and the Surrender is to the Lord, and not to him. *Cro. El.* p. 717. *Erish and Rives.*

Where the Customs are not pursued on a Surrender, the Surrender is void. 5 *Rep.* 84. *Perryman's Case.*

A Copyholder doth surrender to the Use of *A.* in Trust, that he shall hold the Land until he hath levied a certain Sum of Money, and that afterwards he shall surrender to the Use of *B.* The Money is levied; *A.* is required to make Surrender to the Use of *B.* He refuseth. *B.* exhibits a Bill to the Lord of the Manor against *A.* that he shall surrender: He refuseth. Now the Lord may seize, and admit *B.* to the Copyhold, for he in such Case is Chancellor in his own Court. 1 *Leon.* 2.

If a Surrender be made out of Court into the Hands of the Lord himself, which the general Custom will warrant, or into the Hands of the Bailiff, or of two Tenants of the Manor (which is warrantable only by special Custom); to make it effectual, there must be a true Presentment of the Surrender in Court, by the same Persons into whose Hands the Surrender

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was

was made, and the Admittance of the Lord must be according to the Tenor of both the Surrender and Presentment.

The Presentment, by the general Custom of Manors, is to be made at the next Court-day immediately after the Surrender; but by special Custom it may be at the second or third Court-day after.

But if the Surrender be conditional, and the Presentment absolute, the Surrender, Presentment and Admittance are void, except the Steward in the Entry of it omits the Condition; and upon sufficient Proof made in Court of that, the Surrender shall not be avoided, but the Roll amended; and this shall be no Conclusion to the Party to plead or give in Evidence the Truth of the Matter. *4 Rep. 25. Kite and Quinton.*

If one surrender out of Court, and die before Presentment, if Presentment be made after his Death, it is good. *4 Rep. 29. Bunting's Case.*

If he to whose Use the Surrender is made dieth before Presentment, yet upon Presentment made after his Death, his Heir shall be admitted. *Stile, p. 145. Barker and Denham.*

If the Tenant, into whose Hands the Surrender was made, die before Presentment, yet upon sufficient Proof made in Court that such a Surrender was made, the Lord shall be compelled to admit. *Co. Lit. 62.*

But nothing passeth till Presentment.

If a Copyholder surrender to the Use of a Stranger, in Consideration that the Stranger shall marry his Daughter before such a Day; in this Case, if the Marriage succeeds not, the Stranger shall take nothing by the Surrender. But if the Consideration be, that the Stranger shall pay such a Sum of Money at such a Day; although the Money be not paid, yet the Surrender is good. *Carth. fol. 37. But Q. this last.*

If the Copyholder surrender to the Use of his right Heirs, the Land shall remain in the Lord until the Death of the Copyholder, for then his Heir is known. *Dyer 99. Leon. 1 Part, Rep. 133.*

If

If a Copyholder surrender to the Use of a younger Son and dies, this youngest Son cannot bring an Action till Admittance; but if the Copyhold be descended to the Heir, he may have an Action before Admittance. *Co. 4. fo. 22.*

If the Copyhold surrender to the Use of one for Life, who is admitted and dieth, he in Reversion may enter without a new Admittance. *Leon. 1 Part, Rep. 114.*

Want of Surrender or defective Surrender supplied in Equity.

BILL to have an Account of the real and personal Estate of their Father, and a Partition of his real Estate.

The Case was, *B.* having several Freehold and Copyhold Lands, devises all his Lands, Goods and Chattels to his three Sons, equally to be divided between them, and devises over and above this, 100*l.* to his eldest, provided he gives a lawful, good, and general Release to his two younger Brothers; and by his Codicil appoints, that if one of his younger Sons should die or marry in his Minority without Consent of his Executors, then his Portion to go to the other younger Son.

Second Point, if the Copyhold Lands shall pass by this Devise without a Surrender to the Use of his Will? Lord *C.* was of Opinion, that the Copyhold Lands do not pass by the Devise for Want of a Surrender to the Use of the Will, though in the Case of younger Children, because there are Freehold Lands to satisfy the Words of the Will. *Bullock v. Bullock, 6 Vin. Abr. 56. pl. 19.*

Andrew Burton was seised of Freehold, Leasehold, and Copyhold Land, and so seised made a Surrender of his Copyhold to the Use of his Last Will (he delivered the Surrender to his Tenant of the Copyhold, (who was one of the customary Tenants of the Manor) to be presented at the next Court, but took it back

from him, and both the said *Andrew* and his Tenant were at a Court held shortly after, but did not present the Surrender,) whereby he devised his Copyhold to *Andrew* his eldest Son, and the Heirs Male of his Body, the Remainder to *Cornelius* his second Son, who was by a second Venter and the Heirs Male of his Body, Remainder to *Barton* his third Son and the Heirs Male of his Body, Remainder to his own right Heirs. The Devisor died, leaving the said three Sons and one Daughter, who was by the first Venter; the eldest Son entered upon the Copyhold, and received the Rents and Profits of it during his Life, but did not present the Surrender, and died without Issue; whereupon his Sister of the whole Blood, Wife to the Defendant *Floid*, claimed as Heir at Law to her Brother, whom she conceived to be seised in Fee for Want of a Surrender; the Tenant attorned to the Defendant in Right of his Wife; whereupon Plaintiff, second Wife of *Andrew* the Father, brought her Bill as Guardian to her two Sons, *Cornelius* and *Barton*, to have the Copyhold according to the Will. The Counsel for Defendant insisted, that the Want of a Surrender ought not to be supplied in this Case, because the younger Sons have an ample Provision by the Will, besides the intended Copyhold; and that the Court of Equity supplies the Want of a Surrender against the Heir at Law only where the intended Estate is the sole Provision made for those to whom such Estates are devised; they further insisted, that though the Court will supply the Want of a Surrender for the Benefit of younger Children where there is a sufficient Provision for them besides, yet in this Case it ought not, because the Acts of *Andrew* the Father, subsequent to his making the Surrender, amount to a Revocation of it, and manifest his Design to be, that the Surrender should not be presented, as his taking it back from his Tenant to whom he had given it to present, and his neglecting to present it at Court at which he was present, and had an Opportunity to do it; but *Trevor*, Master of the

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the Rolls, decreed for the Plaintiff; and as to there being a sufficient Provision by the Will for younger Children besides the Copyhold, he said that the Parent was the only Judge of that; and as to those Acts of the Testator, which it was said amounted to a Revocation of the Surrender, he said they did not; and that if it had been the Testator's Design that the Copyhold should not be surrendered to the Use of his Will, he should have revoked it, and observed that there was not so much as Parol Evidence of a Revocation. This Cause was reheard before *Harcourt* Lord Chancellor, who affirmed the Master's Decree, and that Defendants should join in a Surrender pursuant to the Will. *Burton v. Floid & ux.* 6 *Vin. Abr.* 56. pl. 20. 2 *Eq. Caf. Abr.* 230. pl. 6. See *Gilb. Eq. Rep.* 121.

Sir *Charles Rawley* devised Copyhold Lands to his Daughters, without surrendering them to the Use of his last Will and died; *Carew Rawley* his Son and Heir entered and mortgaged them for 400 *l.* the Mortgagee assigned his Mortgage to one of the Plaintiffs. The first Question was, whether the Want of a Surrender should be supplied for the Benefit of the Daughters, seeing they had a very large Provision besides the Copyhold Land? The second was, whether the Mortgage which was taken and assigned without Notice of Sir *Charles's* Devise, should be first discharged? *Cowper*, Lord Chancellor, as to the first decreed, that the Want of a Surrender should be supplied for the Benefit of the Daughters notwithstanding their Provision, because the Father was the best Judge what was a sufficient Provision for them. As to the second he decreed, that the Mortgage being had without Notice should be first discharged, there having been Laches in the Daughters. *Weeks, v. Gore*, 6. *Vin. Abr.* 57. pl. 24.

Surrender is not to be supplied where it will put the younger Children in better Condition than the Elder. *Rofs v. Rofs*, 6. *Vin. Abr.* 58. pl. 18.

Bill by Plaintiffs for an Injunction against Defendant, eldest Son of a Copyholder, to make good the Defect of a Surrender of a Copyhold in Favour of a Will, whereby the Father gave this Copyhold, and all other his Estate for Maintenance of Plaintiffs, his younger Children, till 21, and then to be divided amongst Plaintiffs, and Defendant to have a Share. Lord Chancellor said the Rule is, When the eldest Son is totally disinherited, not to interpose, and this is very near to a total Disinheritson, the Eldest not being to have any Thing till the Youngest are of Age. Injunction denied. *Hicken & al' v. Hicken*, 6 *Vin. Abr.* p. 59. pl. 20.

On Appeal to Lord Chancellor, the Case was, *S. M.* having Issue three Daughters, viz. *Mary*, *Martha*, and *Samuela*, and having freehold Lands in *A. J.* and *W.* and some Copyholds in *J.* (some of which he had surrendered to the Use of his Will) he made a Will, and devised Part to Trustees for Charities, and to each of his two Daughters *Martha* and *Samuela*, distinct Part of his freehold Lands, and Money and Legacies, to his Wife the House he lived in, and several Closets by Name, till his Daughter *Mary* should attain 21, and then are these Words, "And after then the House and Grounds, and all other my Messuages, Cottages, Lands, Tenements and Hereditaments whatsoever in *A. J.* and *W.* not herein before otherwise disposed of, with their and every of their Appurtenances, unto my said Daughter *Mary*, and to the Heirs of her Body, to enter upon at her Age of 21, and not sooner."

Mary marries Plaintiff *Andrews*, and Bill brought by them for an Injunction, and to have the Want of a Surrender supplied.

Quære 1. Whether the Words of the Will were sufficient to pass the other Copyhold in *A.* to the Daughter *Mary*?

2. If Equity should supply the Want of a Surrender in this Case?

Heard

Heard at the Rolls 10 Feb. 1732. and held that the Copyhold not devised to Charities did pass by general Words to Plaintiff *Mary*, and that Equity should supply the Want of a Surrender, and decreed accordingly, and a perpetual Injunction.

Ejectment was tried before Justice *Cowper*, and a Case made for the Opinion of *C. B.* where it was held, that the Words were sufficient to pass Copyhold, and the Master of the Rolls of the same Opinion; and as to the second Point, the Parent is the proper Judge of the Provision of his Children, and here are no Children unprovided for. 2 *Eq. Cas. Abr.* 234.

Upon Appeal to Lord Chancellor it was objected, that the Copyhold Lands did not pass, and that Equity ought not to aid a Surrender to the Prejudice of two other Sisters, who with Plaintiff were Heirs at Law, and Plaintiff better provided for than the two other Sisters, exclusive of Copyhold, and here there were other Freehold Lands whereon the general Words might operate.

Lord Chancellor said, The Rule of Evidence is the same here as at Law; the proper Evidence of Surrenders, or Title to a Copyhold, is the Court Roll, or a Copy of it; or it must appear they existed once, and are lost, &c. and so make way to go into a parol Evidence.

Plaintiff has no Title at Law, and as to an Equity Title, if it does not appear to be Testator's Intent to give this Copyhold to *Mary*, the Court ought not to give it, but must expound and collect Testator's Intent from the Words of the Will. It is clear, that the general Words, (*viz.* of all other) will take in the Rest of Copyhold as well as Freehold; as to Cases where a Surrender is not supplied, they stand upon this Reason, that the Intention could not be collected to give Land to Uses to which Testator could not give them; but when the Intention can be collected, though there are improper Words, yet they pass in Consideration of this Court, where if there had been a Surrender, they would have passed in Favour of Creditors,

tors, &c. and was of Opinion, that the Testator intended to comprise Copyhold in the Devise to his Daughter *Mary*, and if he did so, the Rule is general, that such Devise is good to a Wife, younger Children, or Creditors. But objected that *Mary* is not the youngest Child, she is indeed eldest, but Piece of a whole Heir at Law, and if sole Heir, yet it is common in Cases of Portions, that the Eldest is considered as the Youngest if not provided for. In Case of *Borough English*, the Youngest must be considered as Heir; so in Gavel-kind, in regard to what does not descend in common they stand in Place of younger Children; to determine otherwise would be to determine upon Words, and not according to the Nature of Things.

As to the Provision made for *Mary*, he don't know that the Court hath gone minutely into the Consideration of that, &c. otherwise where the Heir is totally disinherited. In *Boss* and *Boss* the Heir had but 6 *l.* a Year, and *de minimis non curat lex*, and in Effect a total Disinheritance; but where there is a Provision not unreasonable, and where the Heir is not left in a despicable Condition, the Court has not gone so far. In Case of *Burton* and *Floid*, it was laid down by Lord *Harcourt* in the strongest Terms, and there, after an Estate Tail a Surrender was supplied, and here Defendants claim another Estate by the same Will, and where a Devisee claims a Bounty, he must take the Whole, or reject the Whole, according to the Will. Decree was affirmed.

The Quantum of a Provision of a Child is in the Father's Power and Discretion. A Man is bound by Nature to provide for all his Children, and in this Case the Father had provided for two, and intended to provide for the third; he intended to make a compleat Provision, and give all that he had among his three Daughters, and to leave nothing to descend. *Andrews v. Waller*, 6 *Vin. Abr.* 237. pl. 12.

Where a younger Child comes into Equity to have the Want of a Surrender of a Copyhold supplied, he must

must be wholly unprovided for, or have but a very slight Provision, tho' there have been great Variety of Opinions upon this Point; and where all the Children have been well provided for, the Court has supplied the Want of a Surrender against the Heir, because the Father was the best Judge in what Manner to provide for his Children; and I believe, Lord *Cowper* was the first who refused it, because the younger Child was greatly provided for, and the Heir had little or nothing. *Mosely's Rep.* 370.

A Devise of a Copyhold to a Charity, shall be a good Appointment within the Statute of Charitable Uses, though there was no Surrender to the Use of the Will. *Nel. Ch. Rep.* 75.

If a Copyholder, having agreed for the Sale of his Copyhold, and received the Purchase Money, dies before Surrender made, Equity will supply the Want of the Surrender. *Barker and Hill, 2 Ch. Rep.* 218. The like in Case of a Mortgage, where the Surrender became void by the Custom, not being presented within twelve Months. *Taylor and Wheeler, 2 Vern.* 565. The like where the Mortgagor afterwards sold the Lands to a third Person, who had Notice of the Mortgage. *Jennings and Moore, 2 Vern.* 609. *Cestui que Trust* of a Copyhold Estate having an Equitable Interest only, may devise it without a Surrender. *2 Vern.* 680.

Provision being made by a Will for younger Children out of Copyhold Lands, a Defect in the Surrender was supplied in Chancery against the Eldest Son and Heir. *Hardham and Roberts, 1 Vern.* 132. The like as well for an Elder as Younger Son in the Case of Gavelkind Lands. *2 Vern.* 163. But a Decree supplying the Defect of a Surrender in the Case of a Devise to a Grandson was reversed in the House of Lords; where it was held that Equity ought not to supply such a Defect in Disfavour of the Heir at Law, unless it were in Favour of a Son or Daughter, nor then neither if it was to disinherit the Eldest Son. *Kettle and Townsend, 1 Salk.* 187.

A Copy-

A Copyholder of Lands in the Nature of *Borough English* devised them to his Eldest Son, and devised Houses to his youngest Son, who never entered into them, they being soon afterwards burnt; the Court would not supply the Want of a Surrender in Favour of the Eldest Son. *Cooper and Cooper, 2 Vern. 265.*

Equity will supply the Want of a Surrender in Favour of Creditors for Payment of Debts; but not for the Wife against the Heir at Law, who will be disinherited thereby; nor for younger Children against the Elder, to put them in a better Condition than the Elder.

If one by Will charges all his worldly Estate with his Debts, and dies seised of Copyhold, which he particularly devises, it shall be applied *par passu* with the Freehold, *though there is no Surrender to the Use of the Will.* 6 Com. Dig. 160.

Court will supply Defect of Surrender of Estate devised in Favour of a Younger Son, though some other Provision be made for him, and though it was only a Remainder after Estates for Life and in Tail, and though the Heir at Law had surrendered to the Use of his Will, and devised to his Mother. 6 Com. Dig. 160.

But if Real Estate be * devised for Payment of Debts and Legacies, and subject thereto, all the personal Estate be devised to Testator's Sister, who is made Executrix; Court will not supply Defect of Surrender of Copyhold, if the other Estates are sufficient. *Caf. Temp. Talbot. C. 78.*

If in Manor where Custom is, that whoever purchases, Lands shall go in Succession, *A.* purchases † for his

* Devise of Equity of Redemption of Copyhold to which Mortgagee is admitted, is good, though no Surrender to Use of Will. 6 Com. Dig. 160.

† If Father purchases Copyhold Land in his Son's Name, aged 18, and continues in Possession, till his Death, this shall be considered as an Advancement for Son, and not Trust for Father. *Tr. Atk. Rep. 386.*

his own, and for the Lives of two others, and pays all the Money, and devises all his Estate, Real and Personal, in Possession or Reversion, to his Wife; she shall have the Estate, though there was no Surrender, and though other Provision for her. *Tr. Atk. Rep. 385.*

Court will supply Surrender against *Hæres factus*, though not against an Heir by Blood. *Tr. Atk. Rep. 385.*

If *A.* having Freehold but no Copyhold Lands settled, devises all his Lands unsettled, and all his Goods and Chattels, to his Wife for Life, then to his younger Children as she thinks fit, and dies, leaving Freehold and also Copyhold unsettled, and not surrendered to the Use of his Will, the Copyhold does not pass by the Will. *Tr. Atk. Rep. 387.*

If *A.* devises all his Freehold and Copyhold Lands in *S.* and *M.* to his Wife, her Heirs, &c. being assured she will leave them to *such* Children as deserve them, and she devises all her Freehold and Copyhold Lands, except the Copyhold in *H.* to her Son, and intends Surrendering, but dies without it, and another Copyhold descends to the Son; Court will establish Wills and supply Surrender. *Tr. Atk. Rep. 389.*

Where legal Estate in Trustees, Copyhold Lands shall pass by Will of *Cestui que Trust* without Surrender. 2 *Tr. Atk. Rep. 37.*

If Real Estate, Part Free and Part Copyhold, originally Inheritance of Wife, is settled in Trustees for Husband and Wife, and the Survivor, and the Heirs of their two Bodies, Remainder to Husband in Fee, and he by Will gives * *all his Messuages, Lands, Tenements,*

If Son devises these Lands to Child his Wife was enfeint of, and on it's being born alive, or dying, to his Wife, and it appears she was not with Child; yet she shall have them, and Court will supply Want of Surrender. *Tr. Atk. Rep. 386.*

* Copyhold Lands surrendered to Use of Will, pass by General Words, *all Messuages, Lands, Tenements, and Hereditaments*, though Testator has Freehold, especially if it appears by Will, that he intended *all* his Estate should pass.

Viz.

ments, and Hereditaments in *H.* and *all* other his Real Estate, to *same* Trustees, for a Term, and then gives *all* the Premises to his Wife for Life, *without* † Waste, Copyhold passes without Surrender; For as Surrender must be by Person who has legal Estate, where one who has not legal Estate, has the beneficial Interest, it may pass by Will as other Lands, and Testator's Intention appears here. 3 *Tr. Atk. Rep.* 73.

If a Man has two Copyhold Estates, one surrendered to the Use of his † Will, the other not, both subject to a Mortgage of 400 l. and the Will says, "I give § *all* and every my Freehold and Copyhold (having surrendered the Copyhold Part thereof to the Use of this my Will) to *A. B.* for the Benefit of a younger Child." And directs that the Copyhold Part shall be subject to Payment of the 400 l. Mortgage; the unsurrendered Estate shall pass, and the Heir at Law shall surrender to Uses in Will. *Tr. Atk. Rep.* 585. *Vez. Rep.* 63.

Devise of *all* Estate to Son, subject to Payment of Debts, and Testator has Copyhold only, Defect of Sur-

Vez. Rep. 226. But *Burn* says in his Ecclesiastic Law, that if a Man seised of Freehold Lands, and of the legal Estate of Copyhold Lands, makes a general Devise of *all* his *Manors, Messuages, Lands, Tenements, and Hereditaments*, but makes no Surrender of Copyhold, to Use of his Will, that will not pass. See 2 *Burn's Ecclef. Law.* 551.

† *Without Waste*, is Surplusage, as to Copyhold. 3 *Tr. Atk. Rep.* 73.

‡ Surrender to Use of Will *unattested*, may direct the Uses, notwithstanding Statute of Frauds, (29 *Car. 2. c. 3.*) because that Act does not extend to Customary Estates, 2 *Tr. Atk. Rep.* 37. Will consisting of eleven Sheets, the two first whereof only, Testator signs, and without Witnesses, this Will is good Appointment of *Charitable Uses*, under Stat. 43 *Eliz. 2 Tr. Atk. Rep.* 497.

§ *A.* having several Copyholds, some surrendered to Use of his Will, others not one only a trust Estate, the other in his own name; he devises *all* his Copyholds to *B.* his Grandson, his Heirs, &c. and bequeaths several Legacies to his eldest Son, *all* the Copyholds pass, because eldest Son claiming under Will, must admit the Whole. *Vez. Rep.* 121.

render

render shall be supplied, that some thing may pass.
Vez. Rep. 215.

Defect of Surrender shall not be supplied in Favour of Grandson, Cousin, or Natural Child. *2 Vez. Rep.* 582.

If Copyholder for Life, with *free Bench* to his Widow, agrees to Will to his Son for valuable Consideration, which is paid, but dies before actual Surrender; Son is intitled to Performance, and Widow must surrender her Estate. *2 Vez. Rep.* 631, 638.

If *A.* devises Copyhold, among other Estates to *B.* his Heir at Law for Life, with Remainders over to *C.* *B.* gets the Estate enfranchized, calling himself Devisee of *L.* and afterwards by Conveyance, reciting Enfranchizement, creates a Term to raise Money to pay Debts, Residue to *C.* Courts-rolls are burnt, so not apparent whether Surrender to Use of *A.*'s Will; but on Circumstances presumed, and Land shall go to *C.* by Will of *A.* *Vez. Rep.* 234.

If *A.* seized of Freehold, and of Copyhold Borough English, not surrendered to Use of Will, that desires all his Debts be paid, and makes Provision for Wife and Daughter, and further Provision for latter after Death of former, and then all Residue Real and Personal, of what Nature or Kind soever, to Wife, her Heirs, &c. Copyhold does *not* pass. *2 Vez. Rep.* 164.

OF ADMITTANCES.

THERE are three Sorts of Admittances, *viz.* up- 6 Vin. Abr. on voluntary Grant, Surrender, and Descent. 88. pl. 19.

And none can inherit as Heir any Manner of Lands in Fee Simple, but he that is Heir unto him of the whole Blood.

As to voluntary Grants made by the Lord, in some Sense he may be said to be the absolute Owner of the Land, and may dispose of it at his Pleasure; yet he is bound to observe the Custom of the Manor in his Grants; neither can he alter the Rents, Estate or Tenure.

If the Custom doth warrant an Estate to a Woman *durante Viduitate* only, and the Lord admits for Life, that shall not bind the Heir.

The Lord himself may grant or make Admittances out of the Manor at what Place he pleaseth, but so cannot the Steward. 4 *Rep.* 26, 27.

Surrenders of Copyhold are not to be likened to Surrenders at Common Law; for if a Copyholder in Fee surrenders to the Use of another for Life, nothing more passeth out of him than shall serve the Estate limited to the Use; and he which hath the Surrender, shall not pay any Fine for Re-admittance to the Reversion, for this continues always in him. 9 *Rep.* 107. *Podger's Case.*

Admittances made by Disseisors, Abators, Intruders, Tenant at Sufferance, or others who have defeasible Titles, are good against them who have Right, because they are lawful Acts, and they were compellable to do the same. *Co. Lit.* 58. *b.*

If the Lord, *pro Tempore*, of a Copyhold Manor be Lessee for Life or for Years, Guardian, or any who had particular Interest, or Tenant at Will of a Manor accept a Surrender, and after, before Admittance, the Lessee for Life dies, or the Years, Interest, Custody, or the Will, is determined, altho' the next Lord comes in *paramount* the Lease for Life or Years, the Custody or the particular Interest, or Tenancy at Will, yet he shall be compelled to make Admittance according to the Surrender. 17 *Jac.* Lord *Arundel's Case*, *Co. Lit.* 59. *b. Trin.* 1 *Jac.* *Rot.* 854. *Shopland and Ridler.*

If a Copyholder surrender to the Use of another, and after the Lord, having Knowledge of this, accepts the Rent of *Cestuy que Use* out of Court, this is an Admittance in Law. 1 *Roll's Abr.* 505. *Freswell and Welch.*

Any Act to imply the Consent of the Lord to the Surrender, shall be a good Admittance:

As if the Lord meet *J. N.* and saith to him, Such a Surrender is made to your Use, to which I agree,

or am content; this Saying amounts to a good Admittance. 3 *Bulfr.* 230. *Elken's Case*, 215, 216.

If the Steward accept a Fine of a Copyholder, it amounts to an Admittance. 3 *Bulfr.* 237. *Rawlinson and Green's Case*.

If a Copyholder surrender to the Use of one for Life, the Remainder to another, the Admittance of Tenant for Life is Admittance of him in Remainder also; for that they are but one Estate, and but one Fine is due for both. 4 *Rep.* 22, 23. *Brown's Case*. *Aliter* of him in Reversion. *More*, n. 488. *Dell and Higden*.

The Admittance of Tenant for Life or Years shall be an Admission of all in Remainder, *per Hale*; and there is no Inconvenience in it, for Fines are to be paid by the particular Remainder. The Estate is bound by the Surrender, and shall go to them in Remainder. *Mod. Rep.* and 3 *Keb.* 29.

The Lord may refuse to admit by Attorney him to whose Use a Surrender was made, for that he ought to do Fealty, which he cannot do by Attorney. 9 *Rep.* 76. *Comb's Case*. Yet if the Lord will admit him by Attorney, it is good.

The Steward of the Manor may make Admittance upon a Surrender out of Court, as well as in Court. 4 *Rep.* 26, 27. *Freswell and Welch*.

The Heir, upon the Death of the Ancestor, may enter upon the Land before Admittance. He may take the Profits, and punish any Trespas done upon the Land. 4 *Rep.* 21. *Brown's Case*.

And he may before Admittance surrender to whose Use he pleaseth, paying the Lord his Fine.

The Lord may avow upon him before Admittance, for Arrears of Rents, or other Services.

There shall be a *Possessio Fratris* before Admittance; for if a Copyholder in Fee have Issue a Son and Daughter by one Venter, and a Son by another Venter, and his Son by the first Venter enter into the Land and dieth before Admittance, the Daughter shall inherit as Heir to her Brother, and not the Son by the second Venter as Heir to his Father.

The

The Heir before Admittance is not a compleat Tenant to all Intents and Purposes ; for before that he cannot be sworn of the Homage, and he cannot maintain a Plaint in the Nature of an Assise in the Lord's Court, till he is admitted. *Co. on Copyh.*

Copyholder dies, the Lord admits a Stranger, the Heir may enter, and upon Re-entry maintain an Action of Trespass without Admittance. *Noy, p. 172. Simpson and Gillion.*

If a Copyholder of Inheritance surrender to the Use of another and his Heirs, and he to whose Use the Surrender is made dies before Admittance, and after the Lord admits his Heir, he shall be in by Purchase, and not by Descent ; for he is in by the Lord, for nothing was in his Father by the Surrender before Admittance. *1 Roll's Abr. 827. More's Case.*

If a Copyholder be for Years, and maketh his Executors, and dieth, the Executors shall have the Term without any Admittance.

One Joint Copyholder released to his Companion, and the Release was adjudged good without Surrender or Admittance ; for the first Admittance is of them and every of them, and the Ability to release was from the first Conveyance and Admittance. *Winch, p. 3. Wase and Pretty.*

She who hath a Widow's Estate shall make a Lease before Admittance, for the Law vested the Estate in her, and there is no Fine due to the Lord. *Noy, Remington and Cole.*

By the Entry of the Husband without Admittance of the Wife, he shall be Tenant by the Curtesy.

The Copyholder upon Surrender (if the Lord refuse to admit him) cannot enter without Admittance, nor have an Action, unless there be a special Custom to warrant it ; for he who makes the Surrender continues in Possession till Admittance, and not the Lord, and he shall have Trespass against any that enters. *Gr. El. 349. Berry and Green.*

But the Party that made the Surrender may have Action on the Case against the Lord, for not holding his

his Court, and admitting him to whose Use the Surrender was made. 26 *El. Galway's Case*.

Chancery will compel the Lord to admit a Tenant. *Totbil*, p. 65. But a Bill in Chancery lies not for Lord of Manor, to compel Copyholders to come in and be admitted Tenants. 2 *Tr. Atk. Rep.* 449.

Of Fines upon Admittances, &c.

Fines due to the Lord upon Admittance are not to be paid till Admittance, either upon a Surrender or Descent; for Admittance is the Cause of the Fine, and the Admittance of the Parties intitles the Lord to the Fine. 4 *Rep.* 28. *Sand's Case*, and *Bacon's Case*. *Fortesc. Rep.* 41 & 44. *Stra.* 654.

All Fines must be reasonable, and are either certain or uncertain, according to the Custom of the Manor.

In Cases of Descent, where the Copyhold Fine is at the Will of the Lord, a Year and a half's Value of the Lands hath been declared to be a reasonable Fine, and two Years and a half hath been adjudged unreasonable.

In Case of a Surrender or Purchase, the Lord may take what Fine he will.

Where the Fines are uncertain, they must be reasonable; for the Lord cannot exact excessive Fines, and all Fines are reasonable, unless the contrary appear. 1 *Keb.* 154.

It is a good Custom, that the Copyholder had used to pay a Fine upon every Alteration of the Tenant, either by the Act of God, or by the Act of the Party. *Co. Lit.* 59. b. *Armstrong's Case*.

The Fine is to be assessed by the Lord; but in some Places the Custom is, that the succeeding Copyholder shall compound with the Lord for his Fine; and if he cannot compound, then the Homage of the Manor shall assess the Fine. *Cro. Jac.* 368. *Ford and Hoskins's Case*.

Copyholder in Fee surrenders to the Use of another for Life; when the Lessee dies, he shall not pay a Fine

a Fine for his Admittance to the Reversion, for this continues always in him. *2 Rep.* 107.

If Copyholder in Fee surrender to the Use of one for Life, the Remainder to another for Life, the Remainder to another in Fee, there is but one Fine due, for the particular Estate and the Remainders are but one Estate. *1 Rol. Abr.* 505.

If the Fine be certain, the Tenant is to bring it with him to the Court, and pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *More, n.* 852. *Dalton and Hammond.* *Aliter* of the Refusal to pay an excessive Fine; and if the Fine be uncertain, Notice must be given before there be a Forfeiture.

Where a Copyholder hath several Lands, holden by several Services by Copy, there the Lord may assise and demand for every several Tenure a several Fine; and the Tenant may refuse to pay a Fine for the one, and so forfeit this, and yet pay the Fines for the others. *4 Rep.* 28. *Hobart and Hammond's Case.*

Debt lies for a Fine against the Copyholder by the Lord. *Siderfin, p.* 58. *Wheeler and Honor.*

Tenants by Copy shall not pay any incertain Fines by Change of their Lord by Alienation, but by Death, which is the Act of God; for otherwise the Lord might oppress the Tenant by frequent Alienations. *Gary 9. 1 Inst.* 59, 60.

If the Lord insists upon an extravagant Fine for a Renewal, he shall be restrained to what is reasonable, although the Fine is arbitrary and incertain; and having demanded ten or twelve Years Value of the Land, the Court decreed him only two. *2 Ch. Rep.* 134. *Nel. Ch. Rep.* 154.

If the Fine demanded is unreasonable, the Copyholder is not obliged to pay it; and tho' he himself only thinks it unreasonable, and afterwards it is adjudged reasonable; yet it is no Forfeiture, because it is a Matter of Controversy. *2 Dan. Abr.* 194. *p.* 5. *13 Rep.*

1, 2. *T. Raym.* 42. 2 *Mod.* 229, 230. 3 *Lev.* 308. *Cro. Jac.* 617. *Lat.* 14, 15, 122. *Stil.* 241. *Cro. Eliz.* 351. *Stil.* 387. But where a Copyholder in Fee made a conditional Surrender for securing a Sum of Money at the End of six Months; the Money not being paid, and the Mortgagee willing to continue his Money, they desired the Lord that the old Surrender might be taken up, and a new one made for six Months longer; but the Lord insisted on an arbitrary Fine of two Years Value, and that the Mortgagee should come in and be admitted; and the Court being of Opinion, that Equity could not relieve against the Fine, the Matter was ended by Compromise, and a Fine of 40*l.* paid to the Lord, the Estate being 100*l.* *per Ann.* *Mich.* 1699. *Fredway and Fotherby*, 2 *Vern.* 367.

The Lord may assess a Fine out of the Manor, and may appoint it to be paid out of the Manor. 1 *R. Raym.* 45.

In the ninth Year of his late Majesty's Reign, an Act was made to enable Lords of Manors more easily to recover their Fines, and to exempt Infants and Females Covert from Forfeitures of their Copyhold Estates in particular Cases, as follows:

Where any Persons under the Age of twenty one Years, or Females Covert, shall be intitled by Descent or Surrender to the Use of a last Will; to be admitted Tenant of any Copyhold Tenements, such Infant or Female Covert in their proper Persons, or such Female Covert by her Attorney, or such Infant by his Guardian, or in case he have no Guardian, then by his Attorney (for which Purpose they are impower'd, by writing to make Attornies) shall appear at one of the three next Courts which shall be kept for such Manor, whereof such Tenements shall be Parcel, and shall there tender themselves to be admitted Tenants; and in Default of such Appearance and of Acceptance of such Admittance, the Lord or his Steward, after three Courts holden and Proclamations made, may nominate at any subsequent Court, any fit Person to be

be Guardian or Attorney for such Infant or Feme Covert for that Purpose only; and by such Guardian or Attorney may admit such Infant or Feme Covert, and impose such Fine as might have been imposed, if such Infant had been of full Age, or such Feme Covert unmarried. *Stat. 9 Geo. 1. c. 29. §. 1.*

The Fine set thereon may be demanded by the Bailiff, by a Note signed by the Lord or his Steward, to be left with such Infant or Feme Covert, or with the Guardian of such Infant, or Husband of such Feme Covert, or with the Tenant of the Tenements to which they were admitted; and if the Fine be not paid to the Lord or his Steward, within three Months after Demand, the Lord may enter upon such Copyhold Estate, and hold the same and receive the Rents; but without Liberty to sell any Timber, till by such Rents he be paid the Fine with Costs, although such Infant or Feme Covert happen to die before such Costs and Fine be raised; of all which Rents received the Lord shall yearly on Demand render an Account, and pay the Surplus to such Person as shall be intitled. *Stat. 9 Geo. c. 29. §. 2.*

As soon as such Fine and Costs shall be satisfied, or if after such Seizure and Entry the Fine and Costs shall be tender'd, then such Infant or Feme Covert, or other Person intitled, may enter and take Possession; and if the Lord, after the Fine and Costs satisfied or tender'd, shall refuse to deliver Possession, he shall be liable to make Satisfaction for all Damages and Costs. *Stat. 9 Geo. c. 29. §. 3.*

Where any Infant or Feme Covert shall be admitted to any Copyhold Tenements, if the Guardian of such Infant, or Husband of such Feme Covert, shall pay the Lord the Fine and the Costs, then the Guardian or the Husband, their Executors, &c. may enter into and hold the said Copyhold Tenements, and receive the Rents, till they be satisfied all the Money they shall disburse on the Account aforesaid, notwithstanding the Death of such Infant or Feme Covert. *Stat. 9 Geo. c. 29. §. 4.*

No Infant or Feme Covert shall forfeit any Copyhold, for Neglect or Refusal to pay any Fine imposed on their Admittance. *Stat. 9 Geo. c. 29. §. 5.*

If the Fine imposed in any of the Cases before mentioned shall not be warranted by the Custom of the Manor, such Infant or Feme Covert shall be at Liberty to controvert the Legality of such Fine, as they might have done if this Act had not been made. *Same Stat. 9 Geo. c. 29. §. 6.*

Of the Entailing of Copyhold Estates.

AN Estate Tail cannot be of Copyhold Lands, unless it be in Case where it hath been used; for the Statute *De Donis conditionalibus* shall no enure to such customary Lands, but to Lands which are at Common Law, which may be given by Charter or Deed; and therefore an Estate Tail cannot be of those customary Lands, but in Case where it hath been used Time out of Mind. *Popham, fol. 34.*

A Custom co-operating with the Statute may create an Estate Tail; and if an Estate Tail may be of a Copyhold by Custom, by a Custom it may be docked and destroyed. *Moore, n. 877.*

As there may be an Estate Tail by Custom, with the Co-operation of the Statute of *W. 2. cap. 1.* so he may have a *Formedon in Descender*, viz. a Writ in the Nature of a *Formedon in Descender* in the Lord's Court: But as the Statute without a Custom extendeth not to Copyholds, so a Custom without the Statute cannot create an Estate Tail. *Co. Lit. 60.*

Copyhold Estates are entailed by Custom, and not by the Statute. *M. 18 Car. Pilkington and Stanhope's Case.*

A Copyhold may be entailed by Custom, and barred by a Recovery by special Custom; and it was agreed that a Surrender may bar the Issue by special Custom. *Chard and Wyat. So Lee and Brown, M. 15 Jac.*

B. R. And it was agreed to be a strong Proof of the Custom, That they to whose Use such Surrenders had been made, had enjoyed the Land against the Issue in Tail. *1 Roll's Abr.* 506.

If Tenant in Tail come in as Vouchee, this is a Bar to the Issues in Remainder.

If a Copyholder surrenders in Tail, and the Heir of the Donee is to bring a *Formedon*, he ought to count of a Gift made by the Copyholder who surrendered, and not by the Lord; for he is but the Instrument to convey it, and nothing passeth from him. *Cro. El.* 361. *Paulter and Cornhill.*

A Feoffment will not destroy a copyhold Estate entailed, neither will a Fine or Recovery at Common Law, for Common Law Assurances do not work upon the Assurance of the Copyhold.

But a Fine may work to the Destruction of an Estate, where it is not preserved by special Custom: So for Recovery, that that which is in Demand, is the Freehold. If the Recovery were in the Lord's Court, there the Estate may be turned to a Right, and a Recovery at Common Law cannot bar a Copyhold Estate, because the Recovery in Value, to which the Warranty is annexed, doth not go according to the Copyhold, but according to the Freehold.

A Copyhold, while it is in Suspense, may be barred by a Fine at the Common Law, and one cannot be a Copyholder in Tail, and have the Inheritance of Freehold in himself, it must be suspended for a Time.

Where by the Custom Plaints have been made in the Court of a Manor, in the Nature of real Actions, if such a Recovery be against Tenant in Tail Copyholder, this shall be a Discontinuance, and shall take away the Entry of the Heir in Tail, for they are warranted by Custom, and it is an Incident that the Law amounteth to the said Custom, that such Recovery shall make a Discontinuance. *4 Rep.* 23. *Dial and Rigden*, c. 3. *margin.*

Surrender

Surrender by Tenant, Copyholder in Tail, makes not any Discontinuance, except a special Custom be, and then it is a Bar. *Cro. El. p. 148. Bull's Case.*

A Surrender makes not a Discontinuance.

One under Age surrenders and dies, having Issue *A. A.* may enter, and shall not be put to his *dum suit infra etatem.* 1 *Leon. 95. Knight's Case.*

Copyholders may entail Copyhold Lands, and bar the Entails and Remainder, by committing a Forfeiture, as making a Lease without Licence, &c. and then the Lord to make three Proclamations, and to seize the Copyhold, and then to grant this to the Copyholder and his Heirs, where the Custom of the Manor is so, and be good. Purchaser upon Surrender made to him may do the same. And if such Forfeiture be presented in the Copyhold Court, and the Land seized in *Manus Domini*, the Lord may not admit any other but him to whom it is limited and assigned by the Tenant who made such Forfeiture, and the Lord cannot dispose of it otherwise. And if the Lord admit any other, and after sells the Manor to a Stranger, by whom *Cestuy que Use* is admitted, *Cestuy que Use* hath a good Title, and shall avoid all mean Acts made by the Lord, as he should if a Surrender had been made to his Use. *Siderfin, p. 314. Pilkington, 2 Saunders 422. Grantham and Copley's Case.* And these Ways of barring entailed Copyholds are in Nature of Recovery to dock the Entail.

In Ejectment a Case was stated, that by the Custom of the Manor of *Collingham*, a Tenant in Tail of a Copyhold might surrender the same, and bar his Issue, without suffering a Recovery; and that by the same Custom a Recovery might be suffered in the Manor Court, and have the same Effect. The Lessor of Plaintiff in this Case claimed under a bare Surrender: And it was objected, that the Custom to bar by Surrender could only be supported *ex Necessitate*, where there was no other Way; whereas here it could be done by Recovery, and therefore no Necessity appeared. *Sed per Curiam,*

The Complete Court-Keeper : Or,

Curiam, There is no Case to warrant any such Distinction, and there is nothing unreasonable in allowing two Ways of alienating Estates; the Customs are both of equal Antiquity, and we cannot prefer one to the other. The Surrender is the most natural Way, and the cheapest. The *Postea* must be delivered to the Plaintiff. *Everall v. Smalley*, 2 *Str.* 1197.

Of Leases of Copyhold Estates, and of Licence to demise, &c.

THE Lord leaseth the Freehold of a Copyhold to *f. s.* this is good between *f. s.* and the Lord: But the Lord cannot reserve the Rent upon such Lease. 1 *Keb.* 15. *Gerrard's Case*.

Lord of the Manor made a Lease to two of the Copyholders of the Court Baron for Two hundred Years, saving to himself the other Demesnes and Services; the Lessees kept Court there, and a Copyholder surrenders to the Use of *A.* in Fee: This is a good Copy; the Court may well continue for that Purpose, as to Admittance of Copyholders, for otherwise every one by his own Act may destroy his Copyholder's Estate. *Cro. El.* p. 394. *Jackson and Neal*, &c.

If the Lord of a Manor grants a Copyhold, rendering Rent *præfato Domino* at a certain Time, & *Servitia de Jure debita & consueta*, his Heirs and Assigns after his Death shall have this Rent, this being reserved by a Copy. 2 *Roll's Abr.* 450. *Crisp and Fryar*.

The Lord may distrain a Copyholder for his Rent, as well as seize. *Quære*, If a Man makes a Lease at Will, rendering Rent, whether he may distrain for this Rent? 2 *Brownl.* p. 272. *Ravel and Downe*.

The Lord, after Acceptance of Rent, cannot enter upon the Lessee of a Copyholder. 1 *Keb.* 15.

A Copyholder's Lease is no Disseisin, though it be a Forfeiture, nor doth it alter the Estate of the Lord. 2 *Keb.* 598.

Copyholder made a Lease for Years by Licence, and Lessee died; this shall not be accounted Assets in the Hands of the Executors. *Popham* 188. But if Copyholder make a Lease for a Year, this is a Lease by the Common Law, and not customary, and shall be accounted Assets in the Hands of the Executors of the Lessee. *Popham* 188. *Yelv.*

A Copyholder may make a Lease for one Year without Licence, for that it is warranted by the Law, by Force of the general Custom of the Realm. *Lit.* 234.

If the Lord give Licence to the Copyholder for Life, to let the Copyhold for Five Years, the Copyholder may lease this for Three Years, for this is comprehended within the Licence, inasmuch as he had given him Licence to let for more Years. *M.* 15 *Jac. B. R.* *Woolridge* and *Bambridge*.

If the Lord give Licence to a Copyholder for Life to lease the Copyhold for five Years, if the Copyholder shall so long live, and he lets this for five Years generally, without this Limitation [if he shall so long live] yet this is a good Pursuance of the Limitation, and so a good Performance; for the Lease is determinable by his Death by a Limitation in Law, and therefore so much is implied by the Law as if he had made the actual Limitation. *Noy* 121. *Hart* and *Arrowsmith*. But if the Copyholder had an Estate in Fee, it had been a Forfeiture to have made an absolute Lease, because in this Case he doth more than he was licensed to do. *Popham Rep.* 105. *Hill* and *Hill's* Case.

Land is accounted usually demiseable when it is always demised. Tenant in Tail lets a Copyhold by Indenture, rendering the same Rent as before; it is a good Lease within the Statute of 32 *H.* 8.

And

And Copyholds grantable for Three Lives by the Custom, may be demised by Indenture for Three Lives; for Estates granted by Copy were in Judgment of Law an Estate at Will; and Lands which have been accustomed to be demised at Will by those which have the Inheritance of the Land, rendering Rent, are Lands accustomedly let to Farm within the Statute of 13 *Eliz.*

The said Act doth not avoid the Lease, if the accustomed yearly Rent or more be reserved; and for that a Heriot is not a Thing annual, nor a Thing depending on the Rent; it sufficeth if the annual Rent be reserved. 6 *Rep.* 37. Dean and Chapter of *Worcester's Case*.

Copyholder makes a Lease for Years not according to the Custom of the Manor, yet this Lease is good, so as the Lessee may maintain an *Ejectione Firmæ*; for between the Lessor and Lessee, and all others, except the Lord of the Manor, the Lease is good. *Owen* 17, *Downingham's Case*.

A Lease for Life may be made in Reversion of a Copyholder, according to the Custom.

Underwoods may be demised by Copy to one and his Heirs, for the Underwood is a Thing of Inheritance, for after every Cutting down they will grow again. *Gro. El.* 413. *Hoe's Case*.

Tithes may be demised by Copy, according to the Custom of the Manor, for they may be Parcel of a Manor, as well as a Rent-Charge. *Com. P.* 43 *Eliz.* *Sands and Drury*.

The Lord licensed his Copyholder to make a Lease of his Copyhold for Twenty-one Years, to begin at *Michaelmas* following, and he made a Lease accordingly by Indenture; and also before *Michaelmas*, by Deed made another Lease to another for one and twenty Years, to begin also at *Michaelmas* following. Per *Anderson*, the making of the second Lease was a Forfeiture.

If a Copyholder make a Lease contrary to the Custom, it is a Forfeiture before the Entry of the Lessee. *Moore, Case 329.*

If the Copyholder make a Lease for Years by Licence of the Lord, the Lessee may assign this over, or make an Under-Lease without any new Licence, for the Interest of the Lord was discharged by the first Licence. 1 *Roll's Rep.* 509. *Johnson and Smart.*

A Lord at Will of a Copyhold Manor cannot give Licence to a Copyholder to make a Lease for Years, although that he may grant a Copyhold for Life, according to the Custom. 1 *Roll's Abr.* 511. *Petty and Debbans.*

If a Lord for Life of a Copyhold Manor give Licence to a Tenant to make a Lease for Years, this Lease shall not continue longer than the Life of the Lord. 2 *Brownl. p.* 40.

If a Copyholder makes a Lease for Years by Licence of the Lord, and dies without Heir, the Years not expired; some say the Lord may enter, for the Estate out of which this Lease was derived is determined. *Yelv. contra.* This Licence shall be taken as a Confirmation of the Lease, and the Lease shall be good against him. *Popham* 188.

If the Steward in full Court licences a Copyholder to lease his Copyhold for twenty or thirty Years, more or less, at his Pleasure, in the Absence of the Lord, it is good, for he is Judge in the Court; and when he makes it, and enters it in the Roll, the Lord cannot enter for Forfeiture, because of his Lease; for when the Steward hath entered it, That at this Court came *A. B.* and craved Licence of the Lord to let, &c. To whom the Lord gave Licence, &c. the Lord is estopped to say the contrary, but that he gave Licence. The same Law is where a Copyholder is admitted in Court, and entered in the Roll, to whom the Lord by such a one or his Steward granted him Seisin, the Lord cannot afterwards gainsay his Admittance. 2 *Ed. Brook, Court Baron*, 22;

Of

Of Forfeitures.

SIR *H. P.* Copyholder in Fee of Lands held of the Manor of *Petworth* in the County of *Sussex*, which belonged to the Defendants in 1693, makes a settlement of them on his Marriage with *Jane Janet*, in Trust for himself for Life, then to *Jane* for Life, then to the first and every other Son of that Marriage in Tail Mail successively, &c. The Premises were afterwards surrendered to the Uses of the Settlement, which Surrender was accepted by Defendant, Lord of the Manor, but no Admittance upon it, nor any Fine that appeared. Sir *Henry* had Issue the other Plaintiff his eldest Son, and *Jane* died. The Bill charges, that Defendants pretending that Plaintiffs, by leasing a Meadow, Part of the Copyhold, without Licence from them, contrary to the Custom of the Manor, had forfeited the said Copyhold Meadow to them as Lords of the said Manor, who insisted upon the said Forfeiture, and brought an Ejectment against the Plaintiff, Sir *Henry*, to recover the Possession; the Bill therefore prayed to be relieved against the said Forfeiture, upon Payment of Costs, &c.

Defendants by their Answer insist, that the Custom of the Manor was established by Decree of this Court, 36 *Eliz.* yet the Plaintiff, Sir *H. Peachy*, 25 *January* 1714, had made a Lease of this Copyhold Meadow to one *Allen* for 11 Years, 13*l.* *per Ann.* without Licence from Defendants, and they do insist upon this Lease as a positive and wilful Breach of the Custom, and also, that the Plaintiff had forfeited several other Copyhold Tenements, by grubbing up Hedges, Topping, and Lopping Timber Trees, and Digging Quarries, &c.

Plaintiffs

Plaintiffs upon this bring a supplemental Bill, and charge, that the several Leases referred to by the Answer, were made by one *Dee* then Steward to Defendants, &c. and were made without any Design to prejudice Defendants; and as to Pretence of Waste, they charge, that about twenty-five Years ago Defendants did sell several Timber Trees to several Copyholders and among the Rest some to Plaintiff, with Liberty to carry them off in fifteen Years, which was the same Timber, and no other; that as to Hedges grubb'd up, they were such as grew between Copyhold Lands on both Sides, and not between Copyhold and Freehold.

The Answer to this Bill admitted *Dee* to be Steward to Defendants, and put the other Matters in Issue.

Counsel for Plaintiffs cited several Cases of Relief against Forfeitures in this Court, and particularly in the Cases of Copyhold, *Cox v. Higford Tempore Harcourt C.* Bill brought to be relieved against a Forfeiture of a Copyhold, in which Case Mr. *Vernon* cited several Cases for the Plaintiff, (*scil.*) *Thomas v. Porter, Chan. Cases 95*, where Relief was decreed in Case of voluntary Waste. (*Sed vide* the Case whether the Question was voluntary Waste or not.) *Nash v. the Earl of Derby 20 Feb. 4 Ann. per Cowper C.* A Bill to be relieved against a Forfeiture of a Copyhold by selling of Timber; there the Question was, if the Timber was employed in the Repairs of the Copyhold or not? And after an Ejectment brought, and one Verdict for the Copyholder, and another Verdict for the Lord, the Copyholder was relieved in Equity; upon Payment of the full Value of the Timber felled, and the Costs of Law, and in Equity, he was restored to the Possession of the Copyhold.

Cudmore v. Raven in Chanc. A Quaker Copyholder refused to do Fealty; the Lord seized for the Forfeiture, and the Quaker was relieved. In the principal Case of *Cox v. Higford, Harcourt C.* dismissed the Bill, but that

that was upon the special Circumstances, it appearing that there had been thirty Years Obstinacy in the Tenant, and Refusal to repair, and do Homage, and that the Lord had made several Offers, &c. if he would repair, &c.

Whistler v. Cage, per *Coventry C. S.* a Surrender made and presented in Court, but a Forfeiture insisted on, because the Surrender was not made to two Tenants of the Manor; the Plaintiff was relieved paying the Fine, and the Lord paid Costs. *Shelly v. Mason*, per *Coventry C. S.* A Forfeiture insisted on for leasing without Licence, the Copyholder was relieved, and the Lord decreed to account for the Profits, and restore the Possession. *Lucas v. Pennington*, the Cases of *Cox v. Brown*, and *Marsh v. Fuller* were cited, where an Entry for Non-payment of Rent by Copyholders was relieved against in this Court on Payment of the Rent.

Counsel for Defendants argued, that at Law this is a Forfeiture, and that two Points were considered in the Case.

First, If the Court can relieve at all in such a Case?

Secondly, If it be reasonable to do it in the present Case?

This is different from the common Case of Forfeitures for Non-payment of Rent or Money, which are Matters depending on the Agreement of the Parties, and for which, if a Circumstance is slipt, &c. a Compensation may be made. Here the Copyholder is by Custom but a Tenant at Will, and his Lease without Licence is a Determination of his Will, and consequently of his Estate; so as to relieve here is in Effect to relieve against a Custom, and totally alter the Nature of the Copyholder's Estate. The Case of *Cox and Brown* cited for Plaintiff had special Circumstance; the Assignment of the Lease there (which makes the Forfeiture) was made for Payment of Debts, and that was the Reason the Court there relieved against the Forfeiture. The Case at Law likest to this is, where
Tenant

Tenant for Life makes a Feoffment, or levies a Fine, the Reason of the Forfeiture is, for that the Tenant takes upon him to grant a larger Estate than his Interest will bear. The Case of *Morgan v. Scudamore* was no more, than whether the Lord should be at Liberty to set what Fine he pleased, or be restrained by the Court where the Fine was arbitrary, and the Lord was limited by the Court to two Years Value. As to the Case of *Thomas v. Porter*, *Chan. Cases* 95. there was some Difference about the Value of the Timber felled; but the Chancellor declared he would not relieve in Case of wilful Waste, and referred the Cause to the Bishop, Defendant, though he afterwards directed an Issue to try if the primary Intention of felling the Timber was to do Waste, or, as the Order was worded, to try whether the Waste is wilful or not; and Plaintiff was relieved upon the second Verdict for him. *Cox v. Higford* was of permissive Waste.

This Case is very strong against Relief upon the Circumstances of it; for Plaintiff in 1694, made no less than 3 Leases without Licence, and it is in Proof he endeavoured to make a Mutiny among the Tenants of the Manor, by dissuading the Homage from presenting Persons who had fell'd Timber, which are very great Aggravations in the Case.

And as the Law is with Defendants, and there are no Precedents in Equity of Relief in such Cases, and if there were, these Aggravations would exempt this Case from those Rules, there ought to be no Relief here. It was also urged by Mr. Mead for Defendants, that as this Case was, Plaintiff was not proper for Relief in Equity. That this Case did not come within any of the Rules touching Relief against Forfeitures in this Court. The most general Rule that he could find was laid down in *Cox and Russel's Case*, 2 *Vent.* 352. that a Forfeiture should not bind where a Thing may be done afterwards, or a Compensation made for it; as where the Condition is to pay Money, or the like, and the Relief given in that Case was on the Want of
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a Circumstance only ; and as to the Cases of Relief against Conditions of Re-entry for Non-payment of Rent, and of Mortgages forfeited, &c. they have gone upon this, that such Conditions are as Penalties, against which this Court will relieve ; but there are many Cases where a Court of Equity will not give Relief against Forfeitures ; as the Case of *Bertie* and Lord *Falkland*, per *Somers* C. and afterwards in *Dom' Proc'*, where the Condition is precedent to the vesting of the Estate, this Court will not relieve against the Breach thereof, though in many Cases it will relieve against a Condition subsequent by which an Estate is to be divested, because that fails under the Rule of Compensation, and such Conditions are not favoured. So was the Case of *Fry v. Porter*, *Chan. Cases* 138. *Mod. Rep.* 300. per *Bridgman* C. S. assisted with the Judges, where Relief was refused against the Breach of a Condition. It is a stronger Case here, because the Condition here is annexed to the Estate by Law, and not by Act of the Party, and if therefore Relief should be given in this Case, it would be to make a new Law ; for by the Law a Copyholder is no more than a Tenant at Will, subject to the Customs of the Manor, which if he breaks, his Estate is by Law forfeited. It is true, (according to the Case of *Ford* and *Haskins*, *Cro.* 368. and *Westwick's* Case, 4 *Co.* 28. b.) that Chancery can alone compel the Lord to hold a Court for the Admission of a Copyholder ; so this Court has relieved where a Lord and his Steward had by a Fraud got a Freeholder to be admitted, as by Copy of Court-Roll, as in the Case of *Hammond v. Rings*, per *Parker* C. but in the Case of *Smith and Ux. v. Dean and Chapter of St. Paul's*, and *Rugle*, per *Jefferies* C. and reported in *Parl. Cases* 67. A Bill was brought to compel the Lord of a Manor to receive a Petition in Nature of a Writ of false Judgment, to reverse a Recovery in the Court of the Manor, whereby an Estate-tail was barred under which the Plaintiff claimed ; the Bill was dismissed, and the Dismission affirmed in *Dom' Proc'*. There

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There is no Case where a Copyholder has come for Relief against a Forfeiture but upon equitable Circumstances; and in this Case all the Plaintiff's Equity is, as he sets it out in his original Bill, that the Leases were made by Mistake, &c. and in this supplemental Bill, that the Leases were made by the Under-steward of the Manor, and he offers to pay Costs at Law, and in Equity, to be relieved; now as to the Pretence of Ignorance, or Mistake, the Copyholder is bound to take Notice of the Tenure at all Events. As to the Case of *Nash v. The Earl of Derby*, there were equitable Circumstances; so in the Case of *Cudmore. v. Raven*, of the Quaker's refusing to do Fealty, and thereupon the Lord entered for the Forfeiture; probably there were some such Circumstances, for the Lord might be aware of his Persuasion, and might take an unjust Advantage, and Conditions annexed to Copyholds seem in the Eye of the Law to be different from those annexed to Freeholds; as in the Case in *Hardres*; that the King cannot take Advantage of the Forfeiture of a Copyhold Estate in Case of Treason, because the King cannot be admitted as Tenant to any Lord.

As this Case is composed of many Ingredients of Forfeiture, among which are voluntarily Waste, and altering the Boundaries, those go to the Disinheritance of the Lord, and the Destruction of his Estate and Manor; especially when, as in this Case, they are repeated, and the Cases where Relief has been given are generally of one single Act of Forfeiture, and that extenuated by equitable Circumstances; but besides all the Rest 'tis in Proof here, that the Plaintiff, Sir *Henry Peachy*, has excited the Tenants at several Courts to break the Custom of the Manor, &c. by declaring that they were Badges of Slavery, and that he was for Liberty, and the like. And he mentioned a Case cited by Attorney General, as decreed in the Dutchy Court, where they would not relieve against a Forfeiture for ploughing up an ancient Meadow, and con-

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cluded

cluded that this Case did not come within the Reasons of Relief upon the Foot of Compensation.

Reply by *Cheshire* Serjeant: He cited the Case in 1 *Rol. Abr.* 854. *Piers v. Alvey* and *Home*, reported in *Owen* 641. *Lee* 126. Husband seised in Right of his Wife, for Life of the Wife, infeoffs another to the Feoffee, his Heirs and Assigns, *ad solum Opus et Usum* of the Wife during her Life; it is there doubted if this be a Forfeiture, because of the last Words, (during her Life,) which seems applicable to the whole Sentence precedent, *ut res magis valeat quam pereat*; but he submitted, supposing that to be a Forfeiture at Law, if this Court would not relieve against it, and put the Case of Tenant for Life levying a Fine *sur consuance de droit come, ceo, &c.* and declaring the Uses of it by Deed precedent or subsequent, to be such as Tenant for Life might lawfully make, if the Reversioner in that Case should enter for the Forfeiture, whether this Court would not relieve against it.

Mr. *Talbot* insisted in his Reply for Plaintiff, that there were diverse Instances of Relief given here against the Breach of a Condition by Copyholders, *viz.* Relief given in Case of Non-payment of a Fine, that is, Relief against the Breach of a Condition in Law. In the Case of *Cox v. Higford* there was this Circumstance against Plaintiff, that he came here for Relief after the Lord had been 9 Years in Possession under the Forfeiture, and though the Lease by the Copyholder be a Disseisin to the Lord, yet it is so but at his Election, and the Fine for the Lease is capable of being ascertained so as the Lord may have a Recompence.

As to the Objection that the Lease is a Determination of the Will of the Copyholder, and consequently of the Tenancy, it is possible when the Tenants were meer Tenants at Will it might be so understood, but Time and judicial Determinations have changed the Nature of their Interest, and they have something very near, if not properly an Inheritance; and as to the Case of Tenant for Life making a Feoffment, it is hard

hard to imagine that he can do it without intending to prejudice the Inheritance, which may therefore incapacitate for Relief; but a Copyholder that looks upon himself as Owner of the Inheritance on such Grounds, cannot be supposed to have any such View in leasing, especially when the Lease takes Notice that the Lands are Copyhold, as in the present Case, and since the Lease is only a Disseisin to the Lord at his own Election.

Resolutio Curiae; a Copyholder is considered at Law as a Tenant at Will to all Purposes, except the Continuance of his Estate; but it is true, there have been many favourable Resolutions for the Benefit of the Copyholder, by which he has got an established Estate, and the Lord cannot determine his Will otherwise than as the Custom allows: formerly the Tenant was to perform all his Services while he continued Tenant, which was at the Lord's Will; but the Will cannot now be determined but where the Custom doth allow it so to be, and in the Case of Tenant's making a greater Estate than he lawfully may, that doth determine his Will; for it is an Usurpation upon the Right of the Lord; and the Cases of Tenant for Life leasing *per auter vie*, or Tenant for a great Number of Years leasing for Life, have been held Forfeitures, not from any Notion of their intending Damage to the Inheritance, but as it is a Quitting or Disclaiming their ancient Right, which is thereby determined; and this is the Case here. Now the Question is, what there is to relieve upon in Equity in this Case? To say this is a hard Law is to repeal it here; it has been admitted on the Part of the Plaintiffs, that in the Case of Waste, where the Place wasted and treble Damages are recovered, there can be no Relief, though the treble Damages are more than a sufficient Recompence to the Reversioner; but that they say is by a Statute Law; it is true, but there is no Difference in a Common Law Case, if there were, it would confound the Law; it is true, in Cases where the Condition is annexed as a Security to have a Thing done, this Court can relieve

in Case of Non-performance, because the Thing may be done though not perhaps at the same Day or Place, &c. the Party for whose Benefit the Thing is to be done has all that he in Conscience can ask; but this Case cannot come under the Notion of a Compensation; the Lord here is not hurt, so cannot be made Amends, but it stands on the Foot of the Nature of the Tenant's Estate. This Court has relieved against Forfeitures for Non-payment of a Fine, or of Rent by the Copyholder; the Forfeiture there is considered only as a Security to the Lord for his Fine, or his Rent, and the Thing is done in Effect and made up as advantageously for the Party, though it varies in Circumstance of Time, Place, or the like; nor can the Law in this Case of Forfeitures be called a harsh Law for the Copyholders, because it has given them in other Things so many Advantages, &c. This Case is stronger than any that have been mentioned, it makes nothing for the Plaintiff that the Lord's Steward was a Witness to the Lease, for it is not pretended that he was so with the Duke of *Somerset's* Notice, and the Plaintiff indeed put Confidence in him, but not the Defendants, and it would be strange if his Acts should be construed to prejudice those who did not trust him; here have been no less than three Leases made at different Times, and it won't avail that it is taken Notice of in the Leases, that the Lands are Copyhold, so long as the Ground of the Forfeiture is the Tenant's granting a larger Estate than he can grant without Licence from the Lord; and it is certain that a Repetition of these Acts would in Time destroy the Manor; and the Plaintiff's Discourses (which are proved) exciting the Tenants to get rid as it were of their base Tenure, is a Circumstance against him. I see no equitable Circumstance in this Case to vary it from what it would be at Law; it was proper enough for the Plaintiff to come here to discover what were the Forfeitures insisted on, that he might be prepared at a Trial to defend against them, but now that Discovery is had, it is merely

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merely at Law upon the Question, Forfeiture or no Forfeiture? I cannot relieve the Plaintiffs. *Sir Henry Peachy, v. The Duke and Dutchess of Somerset.* 6 *Vin. Abr.* 113. *pl.* 9. *Stra.* 447. 2 *Eq. Caf. Abr.* 227. *pl.* 9.

If a Copyholder be to pay a certain Rent yearly by his Copy to the Lord, and the Lord comes upon the Land, and demands the Rent at the Day; if the Copyholder being present refuseth to pay it, this is a Forfeiture; but if in such Case the Copyholder saith to the Lord he hath not his Rent ready, this is not a Forfeiture, for the Lord may distrain. 1 *Roll's Abr.* 506.

If the Copyholder be absent when the Lord demands the Rent at the Day; and none is there to pay it; this is a Refusal in Law, yet this is no Forfeiture, for this amounts not to a voluntary Refusal, and there ought to be a Demand of the Person of the Copyholder to make a Forfeiture. *Hob. p.* 135. *Denny and Lemon.* P. 38 *El. B. R. Crisp and Fryer.*

The Lord demanded the Rent of his Copyholder, and he answered, That he had it not with him, but would pay it as soon as he could. The Lord said, Pay this at my House such a Day; which House was within the Manor. It was resolved, the first Words of the Tenant were not any Forfeiture; but when the Lord assigned him a Day certain, at which Day he pays it not, this Failure amounts to a wilful Refusal, and was a Forfeiture: But had the Place been out of the Manor, it had been no Forfeiture. *Crew Chief Justice.*

When a Copyholder doth Acts as Owner, not warranted by Custom, it determines his Estate, as in the Case of Tenant at Will, for Waste, &c. 5 *Rep.* 13. 2 *Kebl.* 406. *Ivery's Case.*

If the Estate of the Lord of the Manor cease by Limitation of Use, and the Use and Estate of it is transferred to another, who demands the Rent of the Copyholder, and he denies to pay it; this is no Forfeiture without Notice given to the Copyholder of the Use and

The Complete Court-Keeper : Or,

Estate. Beconsshaw and Souther's Case, cited in 8 Rep. 92. Francis's Case.

Bargainee of a Manor by Deed indented and inrolled, shall not take Advantage of the Forfeiture of a Copyhold for Denial of Payment of Rent to him, without Notice given to him of the Bargain and Sale. *Francis's Case, 8 Rep.*

Copyholder before any Rent due saith, he will not pay any Rent to the Lord hereafter; or when a Court is to be holden, that he will not appear to do any Suit at the Court of the Lord; these are no Forfeitures: But if his Rent being due, he denies it, or when the Court is holden he saith he will not do any Suit, the same is a Forfeiture. *Sir Christopher Hatton's Case, cited 3 Leon. 109. in Tavernor and Cromwell's Case.*

In case of the Forfeiture of a Copyhold, either for Rent or Fine, the Lord must demand the Rent or Fine of the Person of the Tenant.

If the Lord demand an excessive Fine of his Copyholder, and he refuseth to pay it, it's no Forfeiture; *aliter* where it is a reasonable Fine, and the Court and Jury shall be Judges of the Reasonableness of it. But if a Fine be certain, the Tenant is to bring it with him to Court, and to pay it before Admittance; and if he be not ready to pay it, it is a Forfeiture. *Moor, n. 851. Dalton and Hammond, Cro. El. p. 779.*

Where a Fine is certain, no Notice or Demand is necessary; *contra*, where it is uncertain: And where the Certainty is dubious, the Refusal is no Forfeiture. *Keb. 1. 153. Wheeler and Honor.*

Tender and Refusal is good Payment. *Mod. Rep. 77. Legingham's Case.*

If the Ancestor had divers Copyholds, and the Lord demands of the Heir one intire Fine for them all, the Heir may refuse Payment. The Lord ought to make several Demands, because the Heir may accept one, and refuse the other: And Waste in one of the Copyholds is not a Forfeiture of the other. *Cro. El. 772.*

If

If a Fine by the Custom of the Manor, upon the Admittance of a Copyholder, be certain; and the Lord demand this Fine, and the Copyholder denies to pay it on Demand, this is a Forfeiture presently without Presentment: But if the Fine by the Custom of the Manor be uncertain, though a reasonable Fine be assessed, yet it being uncertain, the Copyholder is not bound to pay it on Demand presently, but shall have convenient Time to discharge it. 1 *Roll's Abr.* 507.

If a Copyholder do not perform the Services due to his Lord, this is a Forfeiture. 43 *E.* 3. 25. *b.*

If a Copyholder in Fee withdraw his Suit for many Years to the Court of the Lord, no Warning being alledged to be made by the Lord to him when he held his Courts, it is no Forfeiture, only a Negligence; *aliter* if he had been warned, and then had refused to have done suit. 1 *Roll's Rep.* 249. *Adam's Case.*

If the Copyholder doth not come to the Court of the Lord after a particular Summons made to his Person, this was adjudged a Forfeiture without express Refusal. *Noy, p. 5.* *Sir Christopher Hatton's Case.*

General Warning within the Parish is sufficient; for if the Tenant himself be not resient upon his Copyhold, but elsewhere, his Farmer or Under-Tenant may send Notice to him of the Court. If a Man be so weak that he cannot travel without Danger, &c. or if he have a greater Office, &c. these shall excuse. *Sir John Branch's Case, 1 Leon. p. 104.*

If a Copyholder by his Letter of Attorney appoint the Son of his Farmer his Attorney, to do the Services for him due for his Copyhold; such a Person so constituted and appointed may essoin for the Copyholder, but not do the Services for him, for none can do the same but the Tenant himself. *Leon. 1 Part, p. 139.*

Where Custom of a Manor is, that upon the Death of a Copyholder in Fee, his Heir is to come and

The Complete Court-Keeper : Or,

make his Claim, and be admitted within three several Courts upon three several Proclamations; and if the Heir come not, then the Lord to seize them as forfeited: This Custom and Non-claim shall not foreclose the Heir which was beyond Sea at the Time of the Proclamations made; for by the Intendment of Law he cannot have Notice, &c. But if the Heir had been within the Realm at the Time of the first Proclamation, and after goes beyond Sea, the Proclamation shall bind him. 8 Rep. Sir Richard Lechford's Case. Cro. Jac. p. 226. Underhill and Kelsey.

If a Jury or Homage of the Manor, after Oath taken to present the Articles of the Court, refuse to make a Presentment according to their Oath; if they are Copyholders, this is a Forfeiture of their Estate. Dyer, 4 El. 211.

The general Custom allows a Copyholder to make a Lease for one Year, and it ought to be in present; and he cannot make one for another Year in Reversion, or any other Lease which may continue for more than one Year immediately, and not to commence at a Day to come, Without being a Forfeiture. Moore, n. 508. Jones 249. Cro. Jac. p. 308. Lutterel and Weston.

If a Copyholder makes a Lease for one Year, and covenants that after the End of this Year he shall have the same for another Year, and so in this Manner *de Anno in Annum* during the Space of ten Years; this is no such Lease as shall make a Forfeiture of his Copyhold Estate, because he hath no lawful Lease but for one Year only. 1 Bulstr. 187, 190. Hamlen's Case. 6 Rep. 35. b. Plowd. 237. b. &c.

If a Copyholder may lease for three Years by the Custom, and he leaseth for three, and so from three Years to three Years, unto nine Years; this is a Forfeiture, for this is a Lease for six Years at least. 2 D. A. 195. p. 9. Cro. Jac. 301. 1 Bulstr. 190. 2 Mo. 80, 81.

Surrender

Surrender by Tenant for Life, to the Use of another in Fee, is no Forfeiture. *Moore, n. 983.*

If a Copyholder for Life make a Deed of Feoffment, and no Livery, it's not a Forfeiture; nothing passeth, and so it is no Alienation: *Aliter* of a Lease. A Copyhold Tenant bargains and sells his Copy-Tenement by Deed indented and inrolled; the same is no Forfeiture of the Copyhold, of which the Lord can take any Advantage. *Godb. 269.*

If a Copyholder erect a new House upon his Copyhold without Licence, this is not any Forfeiture. *1 Roll's Abr. 507. Cecil and Cage.* But if he erect a Mill upon his Copyhold without Licence, it is a Forfeiture; by *Doderidge. Latch, p. 123. in Grey's Case.*

If a Copyholder builds a House upon his Copyhold, and after pulls it down again, this is a Forfeiture. *1 Bulstr. 50. Brooke and Bear.*

Where the Lord hath any other Recompence, the Law will not make any Forfeiture, as Custom to amerce or Fine for Hedges inclosing, &c. *Lit. Rep. 267.*

If a Copyholder commits Waste against the Custom of the Manor, it is a Forfeiture. *4 Rep. 27. Clifton's Case.*

Voluntary Waste is a Forfeiture of the Copyhold by the Common Law, but negligent Waste not without a Custom. *Noy, p. 51. in Farmer and Ward's Case.*

If a Copyholder suffer a House to decay, and to be wasted, this is a Forfeiture. *1 Roll's Abr. 508. Rastall and Turner.* But if a Stranger commit Waste upon the Copyhold, without the Assent of the Copyholder himself, this is not any Forfeiture of the Estate of the Copyholder. *4 Rep. 27. Clifton's Case.*

If a Copyholder for Life cuts down Timber-Trees, the Lord may take them. If Under-Lessee for Years of a Copyholder cuts down Timber, it shall not be a Forfeiture of the Copyhold Estate. *Stile, p. 233.*

If

If a Copyholder in Fee cuts down great Trees, (*viz.* Elms) to repair his Copyhold-House, which is in Decay, and employs them accordingly, this not any Forfeiture, because the Law allows this to him, without any Custom to warrant it. *M. 39 El. B. R.* So if he cuts down two great Trees for that Purpose, and only employs one of them, yet this is not any Forfeiture, for a Man cannot precisely know what is sufficient. *Ibid.* But if he lets them lie on the Ground and rot, it is Waste, and a Forfeiture.

If a Copyholder for Life cuts down great Trees, this is a Forfeiture; and if a Custom for so doing be alledged, it is unreasonable, and not good. *Cro. Car. 220. Rockey and Higgins.*

If a Copyholder fell Trees, it is no Forfeiture, because it may be for the Reparation of the House: But an Act afterwards, as selling them, may cause a Forfeiture. *9 Rep. 76.*

A Copyholder by the Common Law may lop off Under-Boughs without special Custom; but the Amputation of the Top-Boughs will cause the Putrefaction of the whole Tree, and that is Waste, and so a Forfeiture. *Cro. Eliz. 361. Drawbridge and Cox.*

If Tenant permit Waste, and afterwards repair, the Lord may nevertheless enter, for it was once a Forfeiture, and so remains. *Per Hickam in Cornwallis's Case.*

The Manuring of Land to Hop Ground was agreed to be a Forfeiture; and if the Copyholder convert Part of the Land to a Piscary, it is a Forfeiture. *Lit. Rep. 267, 268.*

A Man was indicted as Principal for the Death of *J. S.* and another as Accessary in receiving the Principal; after the Principal was outlawed, and the Accessary hang'd; and the Lord seized the Land of the Accessary as Escheat. Afterwards came the Principal and reversed the Outlawry, and was found Not guilty, and the Heir of him which was hanged entered upon the Lord. Adjudged good, inasmuch as there cannot
be

be an Accessary, unless there be a Principal, and that the Entry of the Heir was lawful. 2 *Brownl.* 217. *Gittins* and *Cooper*.

Copyholder for Life was arraigned for Felony, and convicted, and prayed his Clergy; whereupon the Plaintiff, as Lord, entered for the Forfeiture, without alledging any special Custom or Attainder. 2. 2 *Keb.* 451, 456. *Jury* and *Pawlet*.

No Seizure can be by Attainder without special Custom: And though no Advantage may be taken of a Forfeiture till after the Attainder, yet after Attainder it hath Relation, and the Committing of Treason is the Forfeiture.

A Pardon in Case of Felony is not material; for if the Commission of Felony is no Forfeiture of the Copyhold, yet by the Attainder the Copyhold Estate for Life is absolutely determined; so that after the Person attaint is not a Copyholder, nor may be of the Homage, nor accept of a Surrender out of Court. *Moor* 238. And it was also resolved, that no Presentment in this Case was necessary, *Cro.* 3. 498. for that is only for the Information of the Lord.

Rescous by a Copyholder is a Forfeiture. If a Copyholder bring a Replevin, it is a Forfeiture. 1 *Roll's Rep.* 48. *Warn* and *Sawyer's* Case.

A Copyhold is not forfeited by Outlawry in a personal Action, for the Law is not prejudiced by it, and yet the King shall have the Profits.

Feme Copyholder of Inheritance takes Husband; Husband makes a Lease for Years: The Lord enters for a Forfeiture, Husband dies, the Feme dies; the Heir of the Wife enters, and his Entry was adjudged lawful. *Palmer's Rep.* 287. *Savern* and *Smith*.

Denial of Rent by the Husband, or to do Suit of Court, and Waste, shall be a Forfeiture, and bind the Wife. But where the Copyhold came to the Woman after Coverture, his Forfeiture shall not bind her; for then it cannot be said it was her Folly to take an Husband

band that would forfeit, &c. *Palmer's Rep.* 387. *Savern and Smith.*

Lessee for Years of a Manor shall take Advantage of a Forfeiture committed by a Copyholder, for he is *Dominus pro tempore.* *East and Harding's Case.*

The Freehold of a Copyhold granted to a Stranger, although the Tenement by this be divided from the Manor, and not demiseable by Copy again, yet the Grantee of the Freehold shall take Advantage of a Forfeiture committed after by the Copyholder, for he ought to pay his Rent to the Grantee; and the Copyholder as to Forfeiture of his Estate remains in all Degrees as before the Severance thereof from the Manor, 1 *Roll's Abr.* 509. *Gro. El.* 499.

If the Lord or a Copyholder for Life lease the Copyhold for Years, to commence after the End, Forfeiture or Determination of the Tenant for Life, and after the Tenant for Life commits a Forfeiture by making a Feoffment, if the Lord will not enter for the Forfeiture, yet the Lessee for Years may. 8 *Roll's Abr.* 858. *Mere and Redealt.*

Copyholder for Life commits a Forfeiture, he in the Remainder shall not enter, but the Lord; because the Remainder is to commence in Possession after the Death of the Lessee by the Custom: *Aliter* in Reversion.

The Lord may take Advantage of a Forfeiture before Presentment, for the Presentment is only to give Notice to the Lord, and not to entitle him, and he may take Notice of it if he will. *Latch,* p. 227.

Tenant for Life, Remainder in Fee of a Copyhold, Tenant for Life commits a Forfeiture by Waste, and the Lord enters; this shall not bind him in Remainder. *Trin.* 39 *El. B. R. Rastall and Turner.* But the Lord shall hold it during the Life of the Tenant for Life. So Custom is, upon Surrender made to one and his Heirs, if three Proclamations pass, and he doth not come in to be admitted, that the Estate shall be forfeit. Surrender is made to *A.* for Life, the Remainder

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mainder to *B.* in Fee; *A.* comes not in, this shall not forfeit the Remainder. *Yelv. p. 1.*

If a Copyholder let for Years by Licence of the Lord, and after the Lessee makes a Feoffment, this shall forfeit only his Estate, and not the Estate of the Copyholder. *1 Roll's Abr. 509 White and Hunt.*

Copyhold is demised to Two for Life successively, where the Custom is, they may not cut Trees; the first Tenant cuts, it is a Forfeiture to him in Remainder, as well as of his own Estate. If a Stranger cuts Trees, or another who occupies at their Sufferance, this is a Forfeiture of the Copyhold. *Moore 149.*

Admission by the Lord dispenseth with a former Forfeiture. *Totbill 107. Clark and Wentworth. Aliter* had the Lord seized a Heriot.

If the Father commits a Forfeiture, and dieth, and the Son is admitted as Heir by Descent, this purgeth not the Forfeiture, because the Father dying seised of no Estate, the Son cannot be admitted to any. *Totbill, p. 107.* But this supposes that the Lord entered for this Forfeiture.

Husband seised in Right of the Wife of Copyhold Land, made a Lease for Years; it was held, that by the Death of the Husband the Forfeiture of the Copyhold was purged, and that the Wife should have the Land again, notwithstanding this Forfeiture of the Husband by making a Lease for Years without Licence. *25 El. Godb. 344.*

Copyholder doth Waste, the Lord dies, the Waste is presented in the Court, and the Lord's Heir enters; the better Opinion is, he cannot enter. Actions Ancestrel shall descend to the Heir, but not Forfeitures, which is in the Will of the Lord to take Advantage or not. *Palmer's Rep. 416.*

Upon Entry by the Lord for a Forfeiture, he shall have the Emblements then growing, as the Corn on the Ground, &c.

For

For Forfeitures presented by the Homage, the Lord may distrain or seize. *1 Keb. 287.*

If a Copyholder makes a Lease for Years, which is a Forfeiture at Common Law, and afterwards the Lord makes a Feoffment or Lease for Years of the Freehold of this Copyhold to another; the Feoffee or Lessee shall not take Advantage of it, for the Lease of the Freehold made by the Lord before Entry is an Assent that the Lessee of the Copyholder shall continue his Estate, and so is in Nature of an Affirmance, or Confirmation of the Lease. *Owen, p. 63. Penn and Merival.*

If an Infant Copyholder is admitted, and the Lord committeth the Custody of him to his Mother, and the Infant's Tenant commits a Forfeiture by cutting down Trees, which being presented and found a Forfeiture, the Lord enters during the Infant's Nonage, and the Land is held by him and his Heirs forty Years; yet the Tenant shall have Relief. *Cary 8.*

A Copyholder for Life had committed a Forfeiture, by cutting down Timber Trees, which was found such by a Trial and Verdict at Law, and the Lord entered and admitted the Defendant, who was the Remainder-Man; the Copyholder exhibited his Bill to be relieved against the Forfeiture, offering that if it should appear to be Waste, to make Satisfaction; and an Issue being directed to try whether it was the Primary Intention in cutting the Timber to do Waste; and it being found for the Plaintiff, it was deemed he should be relieved, and that the Defendant the Remainder-Man should deliver the Possession, and account for the Mesne Profits. *Hil. 19 Car. 2. Thomas and Portar, 1 Ch. Ca. 95. 1*

A. having two Copyholds held of the Manor of B. cuts Timber (pretending a Custom for it) on the one, and employs it in repairing the other; the Lord brought an Ejectment, supposing this to be a voluntary Waste and a Forfeiture; and upon the first Trial there was a Verdict against the Lord; but upon a new Trial

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for the pretended Custom; and it being admitted, that by the Custom of the Manor, when Timber was wanting on one Copyhold Tenement, the Lord by his Bailiff might assign Timber for Repairs on any other of the Copyhold Estates: The Lord Keeper relieved against the Forfeiture, on Payment of the Costs of both the Trials at Law and likewise of this Suit. *Hil. 1705. Nash and The Earl of Derby, 2 Vern. 537.*

The Plaintiff brought his Bill to be relieved against a Forfeiture of his Copyhold Estate; and the Case appearing to be, that he had been guilty of the greatest Disobedience possible to his Lord; that after six several Presentments upon him to repair it, and an Entry by the Lord for the Forfeiture, he brought an Ejectment; and when upon the Trial, a Rule was enter'd into by Consent, and made a Rule of Court, that upon Payment of 4*l.* to the Lord for his Costs (which was not a fourth part of the Costs he had put the Lord to) and putting the Estate into Repair, he should be admitted to it again; yet he never complied with the Rule, nor made any Offer of Costs to the Lord; but instead of that brought another Ejectment, and was nonsuited; and now after nine or ten Years Time more brings his Bill, and had been several Times amerced for not appearing at the Court, and refused to do Fealty, either upon Oath, or (being a Quaker) upon Affirmation; and upon these Circumstances the Lord Keeper declared he ought to have no Relief; or if he were to be relieved, yet it must be upon Payment to the Lord of all his Costs, and putting the Estate into good Repair; which would be more Charge to him than his Interest in the Estate would be worth, having only an Estate for Life therein, and dismissed the Bill, but with Costs; and the Lord Keeper likewise declared that though this was a voluntary Waste and Forfeiture (against which it was objected this Court never gave Relief, *6 Vin. Abr. p. 113. pl. 9. Stra. 447.*); yet he thought the Rules of Equity not so strict, but that Relief might ever be given against voluntary Waste and

and Forfeiture. *Mich. 1710. Cox and Higford, S. C. in 2 Vern. 664. Vide antea fo. 473, &c.*

Of Extinguishments.

BY the Severance of the Inheritance of the Copyhold from the Manor, the Copyhold is not destroyed; Custom has so fix'd and establish'd the Estate of the Copyholder.

If the Lord makes a Lease for One hundred Years, the Lands are not severed from the Manor, as that the Copyhold is extinct, and the customary Interest is not determined, but the Lord himself hath destroy'd the Custom as to Services; for the Services reserved upon the Copy, and the Advantage of Waste and other Forfeitures are extinct. But by *Anderson*, the Rents and Services remain, and Waste shall be a Forfeiture. *2 Leon. 208. Beal and Langley.*

Copyholder in Tail accepts a Feoffment from the Lord, it destroys not the Copyhold so as to conclude his Issue. *Carter's Rep. 6, 7.*

If a Copyholder accept a Lease for Years of his Copyhold, by this his Copyhold is destroyed, whether it be immediately from the Lord, or mediately; as was *Lane's Case, 2 Rep. 16. b.* For a Copyhold Interest, and an Estate for Years of one and the same Land, may not stand together in one and the same Person at one Time, without confounding the lesser; and if one of them ought to be determined, it ought to be the Copyhold Estate, which being customary only, is less than the Estate at Common Law.

A Copyholder in Fee took a Lease for Years of the Manor, the Copyhold is extinct for ever, and not only during the Lease. *Moore Rep. n. 330.*

Copyholder accepts to hold his Land by Bill under the Lord's Hand, and not by Copy, this determines the Copyhold. *1 Anderson 199. Colman and Bedel.*

If the Copyholder takes a Lease for Years of the Manor, by this his Copyhold is destroyed. 4 *Rep.* 21.

But such Lessee may regrant the Copyhold to whom he will, for the Land was always demised and demisable.

If the Lord make a Lease for Life to the Copyholder by Parol, This shall confound the Copyhold, if Livery be made, otherwise not. *Latch.* 213.

If there be a Lease for Years of the Manor, and one of the Copyholders doth purchase the Reversion in Fee, by this the Copyhold is destroyed, and the Lessee of the Manor shall oust the Copyholder, and hold the Land for the Time. *Calth.* p. 97.

If a Copyholder leaseth to his Lord that extinguisheth his Copyhold, although it be contrary to the Nature of a Release to give Possession. *Hutton,* p. 81.

If a Copyholder bargains and sells his Copyhold to the Lord of a Manor in Lease for Years, it is no Extinguishment, for the Lord who is Lessee for Years is *Dominus pro Tempore*, and may grant it by Copy *de Novo.* *Hutton,* p. 81.

Baron and Feme Copyholders to them and their Heirs: The Baron, in Consideration of Money paid by him to the Lord, obtaineth an Estate of the Freehold to him and his Wife, and to the Heirs of their Bodies. Baron dieth, having Issue; the Feme enters, and suffers a Recovery, and his Heirs enter; *per Stat.* 11 *H.* 7. The Entry is lawful, for the Copyhold by the Acceptance of the new Estate is extinguished. *Cro. El.* 24. *Stockbridge's Case.*

If a Copyhold be forfeited or escheat to the Lord, or otherwise come into the hands of the Lord; if the Lord make a Lease for Years or for Life, or other Estate by Deed, or without Deed; this Land shall never after be granted again by Copy, for the Custom is destroyed; for that during such Estates the Land was not demised, nor demisable by C. py of Court-Roll. So if the Lord make a Feoffment, and enter, for the Condition broken, it shall never be granted

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The Complete Court-Keeper: Or,

again by Copy: But if the Lord keep it in his Hand, for a long Time, as twenty Years or above, or let this at Will, then he may regrant it. *Latch, p. 213. 1 Roll's Abr. 498. Downcliff and Minors.*

If a Copyhold escheat to the Lord, and he alien the Manor by Fine, Feoffment, &c. his Alienee may regrant this Land by Copy, for it was always demised or demiseable; but if it be a particular Copyhold Estate, otherwise, as is said above. *4 Rep. 31. French's Case.*

If a Copyholder sue Execution of a Statute against the Lord of a Manor, and had the Manor in Execution, and after the Debt is levied, the Interest of the Copyhold remains. *Per Manwood, Heydon's Case, Savill's Rep.*

If a Copyholder in Fee marries a Woman, Seigniores of the Manor, by this the Copyhold is not extinct, only suspended.

If a Copyhold be granted to Three for Lives, and the first of them take an Estate by Deed with Livery from the Lord; by this the Copyhold for that Life is suspended. *Dyer 30. 4 Rep. 31.*

Baron seised of a Manor in Right of the Wife, lets Copyhold Land, Parcel thereof for Years by Indenture, and died; this doth not destroy the Custom as to the Wife, but that after the Death of her Husband she may demise by Copy, as before.

So if Tenant *pur Vie* of a Manor let a Copyhold, Parcel of the Manor for Years, and dies, it shall not destroy the Custom as to him in Reversion. *Cro. El. P. 38 El. Conesby and Rusketh*; for being Tenant *pur Vie*, he may not do Wrong by destroying of Customs.

Copyhold Lands after Escheating cannot properly be called Copyhold, except it be because there is a Power in the Lord to regrant it as Copyhold. Were it by Custom that the Wife shall be endowed of the Moiety, and such customary Copyhold Lands escheat, and the Husband dies; his Wife shall not be endowed of

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of the Moiety, because the Custom as to her is extinct. 2 *Siderfin* 19.

If Copyhold Land be in the Hands of a Subject, who after is preferred to Dignity Royal, the Copyhold is extinct, for it is below the Majesty of a King to perform servile Services: Yet after his Decease, the next who hath Right to it shall be admitted, and the Tenure shall be revived in him.

How, and where Copyholder shall hold his Lands charged, or not.

THE Copyholder which comes in by voluntary Grant, shall not be subject to the Charges or Incumbrances of the Lord before the Grant. 8 *Rep.* 63. *Swain's Case.*

Lord and Copyholder for Life be: The Lord grants a Rent-Charge out of the Manor, whereof the Copyhold is Parcel; the Copyholder surrenders to the Use of *A.* who is admitted accordingly; he shall not hold it charged; but if the Copyholder dieth, so that his Estate is determined, and the Lord granteth to a Stranger *de Novo*, to hold the said Land by Copy, this new Tenant shall hold the Land charged. 1 *Leon.*

p. 4.

Lord of a Manor by his Will devised, That his Executors should grant Estates by Copy, and died, having a Wife: The Executors make Estates accordingly; the Wife in case of Dower shall avoid them. *Dyer* 344. & 1 *Leon.* *p.* 16.

But if these Grants were made by the Lord himself in his Life-time, the Wife of the Lord shall not be endowed against the Copyholder; for the Title of Dower is not consummated before the Death of the Husband, so as the Title of the Copyholder is completed before the Title of Dower.

The Complete Court-Keeper : Or,

The Lord of a Copyhold Manor, where Copyholders are for Life, grants a Rent-charge out of all the Manor : One Copyhold Escheats, the Lord grants that again by Copy : The Grantee shall not hold it charged, because he comes in by Custom, which is above the Grant. The same Law of Statutes, Recognizances, Dower.

Tenant by the Curtesy for Life, or Years, of a Manor : A Copyhold comes into his Hands by Forfeiture or Determination, and then he was bound in a Statute, and afterwards demised the Land again : This Copyhold shall be liable to the Statute, because it was once annexed to the Freehold of the Lord, and bound in his Hands : But if a Copyholder bind himself in a Statute, it shall not be extended, for he had but an Estate at Will. *Moore, n. 233. Anonymus.*

If Feoffee of a Manor upon Condition makes voluntary Grants of Copyhold Estates according to Custom, and after the Condition is broken, and Feoffee re-enters, yet the Grants by Copy shall stand. *Earl of Arundel's Case, cited in Co. 4 Rep. 24.*

Of HERIOTS.

A Heriot is the best Beast (or other Thing) that the Tenant hath at the Time of his Death; And is divided into two Sorts: Heriot Service, and Heriot Custom. Heriot Service is generally express'd in a Man's Grant or Deed, by which it is reserved: And Heriot Custom is only due by Custom Time out of Mind, and may be paid after the Death of Tenant for Life.

Heriot Service is extinct by Purchase or Parcel, but not Heriot Custom. *Co. Lit.* 149. *b.*

It hath been made a Question, Whether the Lord may seize for Heriot Service? but it is agreed, he may seize for Heriot Custom. *Plowd.* 96. *a.* *vide Cro. Eliz.* 589.

In the Case of *Woodland* and *Mantel* it is said, The Lord may seize for Heriot Service: But *Ander-son* 1. *p.* 298, 299, saith, He ought to distrain, and not to seize; and in *Cro. Car.* 260. it is at the Lord's Election, either to seize it, or distrain: For the Lord may seize for an Heriot Custom in the Highway; for that he claims a Heriot as his proper Goods, he may seize it where-ever he finds it. *Bendl.* 18, 39. 2 *Inst.* 132.

A Custom, that the Lord shall seize the Beasts of a Stranger for an Heriot, is not good, because it alters the Property; But a Custom, that he shall distrain the Goods, in such Case it is good, because it is a Pledge. 2 *Leon.* *p.* 725. *Parker's Case.*

Feme by Custom is to have a Moiety by Survivor; and if Heriot be to be paid for the Whole, if it be Part surrendered, both shall pay Heriots. 1 *Keb.* 356.

If Tenant alien Parcel of the Tenancy, intire Services, as Homage, Fealty, Heriots, &c. shall be multiplied. If my Tenant, who holds of me by an Heriot, aliens Parcel of his Lands to another, each of them is chargeable to me with an Heriot, because it is intire; and though the Tenant purchase the Land back again, I shall have of him for every Portion an Heriot. 6 Rep. 1. *Bruerton's Case*.

If a Copyholder, being sick in his Bed, doth surrender into the Hands of two Tenants, &c. to the Use of his eldest Son in Fee, and dieth before the Surrender is presented in Court, the Lord must have an Heriot: *Aliter*, if the Surrender had been presented in Court, and Admission before the Father's Death.

Where many purchase Lands jointly, an Heriot shall not be paid till after the Death of the Survivor. 8 Rep. 105. *Owen* 152.

Copyhold was held by Rent, and Heriot upon Alienation and Surrender. Copyholder aliens Part of his Copyhold to one, and Part to another, and retains Part in his Hands, and surrenders to the Use of the Alienees. *Per Cur'*, The Lord shall have an Heriot upon every Alienation, in Case of a Copyholder, as well as a Tenant at Common Law. If they should not be multiplied, it would be in the Power of the Tenant to defraud the Lord by Alienation of Parcels; and in this Case the Alienor pays the Heriot, because he continues Tenant; and upon every Alienation after, the Alienees, they shall pay it. *Palmer's Rep.* 342. *Sir Francis Young* against *Fox*, 1 *Keb.* 357.

Per Curiam: H. may seise either Heriot, Custom or Service, any where; but one cannot disfranchise them out of the Manor. *Pas.* 5 *W. & M. B. R.* *Austin v. Bennet*, *Salk.* 356. *vide* 1 *Show.* 81. *Holt* 337.

If any Tenant, who holds of me by a Heriot, alien Parcel of the Land to another, each of them is charged to me for a Heriot, for this that it is intire; and although

although the Tenant purchase the Land again, yet if I have had Seisin of the Heriot by the other Man, I shall have of him for each Portion a Heriot. *Hil. 34. E. 3. Fitzb. Heriot 1.*

What Statutes extend to Copyhold Lands.

COPYHOLD Lands, are within the Words and Intention of the Statute 4 *Hen. 7. 24.* of Fines with Proclamation, and five Years Non-claim, and shall be barred; as a Lessee for Years and his Lessor shall be barred, so the Copyholder and his Lord: But if a Copyholder by Assent and Covin to bar the Lord of his Inheritance, makes a Feoffment, and levies a Fine with Proclamations, such Fine shall not bar the Lord, no more than it shall the Lessor, if it be levied by Lessee. *3 Rep. fol. 77. Fermor's Case.*

But a Fine shall not be a Bar to the Copyhold Estate in Remainder for Life, for it is not turned to a Right: The Estate is given by Custom, and is to have his Beginning after the Death of the first Tenant; and if the first Tenant commit a Forfeiture, he in Remainder cannot enter.

Copyhold is not within the Statute of 32 *H. 8.* of Entries for Conditions broken; but Assignee of Copyhold is within the Statute to have Action of Covenant. *1 Keb. 356. Baker's Case.*

Action of Debt doth not lie for Arrears of Copyhold Rents, but only of Rents of Free Land; and Statute 32 *H. 8.* extends not to them. *Yelv. 135.*

Copyhold is grantable for three Lives: A Copyhold is not within the Statute of Limitations. Debt for the Fine of a Copyholder is not within the Statute of Limitations.

When an Act of Parliament altereth the Service, Gil Ten. Custom, Tenure and Interest of the Land, or other 185. *Sav. 67.* Thing, in Prejudice of the Lord or Tenant, there *Rol. Abr.* the general Words of such an Act shall not extend to 888. *Cro.* Copyholds; as *Stat. IV. 2. cap. 20.* which gives *Car. 44.*

O. Benl. 163. *Elegit*, extends not to Copyhold Lands, because it would be prejudicial to the Lord, and a Breach of the Custom, that any Stranger should have Interest there, without Admittance and Allowance of the Lord.

3 Co. 9.
6 Vin Abr.
169. pl. 4.
3 Read Stat.
Law 123.
2 Inst. 396.
Co. compl.
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Copyholds are liable to the Statute of Recusants, 13 *El. cap. 4.* and the King shall have the Profits of the Lands only, but no Estate; and such Estate doth not make a Tenant to the Lord: And though the King hath the Copyhold Land, yet the Lord shall have the Rent during the Possession of the King. 1 *Lein. p. 98.*

Statute 27 *H. 8. 10. of Uses*, toucheth not Copyhold Lands.

Statute 32 *H. 8. cap. 28.* which confirms Leases for Twenty-one Years made by Tenants in Tail, or by the Husband and Wife of the Wife's Land, touches not Copyholds; for that Statute warrants only such Leases of Land which are grantable by Deed: Such are not Copyhold Lands; though by the Lord's Licence they may be granted by Indenture, yet in their own Nature they are not demiseable by Copy.

Copyhold is within the Statute 32 *H. 8. 9. of Maintenance.*

Statute *Merton, cap. 1.* gives Damages to a Feme Covert upon a Recovery in a Writ of Dower, where the Baron died seised.

Statute 2 *W. 3.* extends to Copyholds, which gives a *Cui in Vita* upon a Discontinuance made by the Husband; a Receipt to the Wife upon the Husband's Refusal to defend the Wife's Title; and a *Quod ei de forceat* to particular Tenants.

The Statute 32 *H. 8. cap. 9.* against *Champerty* and *Litigious Titles*, which gives an Entry in lieu of a *Cui in Vita*, extendeth to Copyholds.

34 *H. 8. 5. of Wills*, 31 *Eliz. cap. 7. of Cottages*, and 11 *H. 7. cap. 19. of Jointures*, extends not to Copyholds. Copyhold Lands are assured to the Wife for her Jointure, and she aliens them, it's no Forfeiture within the Statute.

A Co-

A Copyholder in Fee makes a Mortgage thereof, and Devise of Copyhold is not surrenders to the Use of the Mortgagee, afterwards he surrenders to the Use of his Will, and devises the within Statute Equity of Redemption in Fee; the Master of the Rolls of Wills, because it passes by Surrender, but Devise of Equity of Redemption of a Copyhold is directed an Issue to try the Validity of the Will, and the Jury gave a Verdict against the Will, because it was not attested by three Witnesses. And on the Return of the *Posse*, the Master of the Rolls said, that a Devise of a Copyhold was not within the Statute of Wills, and therefore in the Case of *Bodington and Bodington*, where a Copyhold was surrendered to the Use of the Will, though the Will was not attested by three Witnesses, it was adjudged a good Appointment of the Uses, and that the Copyhold passed by the Surrender; but where the Equity of Redemption of a Copyhold is devised, of which there can be no Surrender, it must be considered as a Devise of Lands, and if the Will is not attested by three Witnesses, the Devise is void; and in this Case the second Surrender made by the Mortgagor can be of no Avail, because it was a void Surrender, and all the Estate being before out of him. *Andrews v. Tuckwell, Moseley 95. Ca. 60. Sel. Cas. in Chan. 42. 2 Will. Rep. 268.*

But Copyholds are within all the Statutes of Bankrupt.

By the Statute of 13 *El. cap. 7.* Copyhold Lands, are to be sold by Deed indented, and inrolled in any of his Majesty's Courts of Record, (as other the Bankrupt's Lands); but then the Persons to whom such Sale is made, before Entry on the Lands, must agree and compound with the Lord of the Manor for the usual and accustomed Fines; and at the next Court the Lord shall grant to such Vendees the same Copy or Customary Lands by Copy of Court-Roll, for such Estate or Interest as shall be to them sold, and reserving the ancient Rents, Customs and Services, and admit them Tenants of the same, and receive their Fealty.

Where a Bargain and Sale is made by Commissioners of Bankrupts, the Estate of the Copyholder is vested in the Bargainee before Admittance, though he may

may not enter and take the Profits until Admittance: The Bargain and Sale binds the Copyholder, and bars his Estate, and he is no Copyholder after the Bargain and Sale inrolled*. And where Custom is, that the Wife shall have her Widow's Estate after the Death of her Husband, the Copyholder dying after the Bargain and Sale, his Wife shall be barred of her Widow's Estate. *Cro. Car. 569. in Parker and Bleke's Case.*

A Bankrupt purchaseth a Copyhold, and the Tenant surrenders to the Use of the Bankrupt, who refuses to be admitted: This may be sold by the Commissioners, and the Vendee may be admitted.

As long as a Copyhold of Inheritance is in the Tenant's Hands, it is not liable to any Estate or Charge of the Lord, as Dower, Curtesy, Elegit, Statute, &c. But when it is in the Lord's Hands, it is liable. *Ca. 4. 22.*

* Lord Chancellor *Hardwicke* said, that by leaving out the Copyhold Estate of Bankrupt in temporary Assignment, Creditors would run no Risque with regard to Crown, for an Extent would not affect it, and that therefore it would be advisable to omit them in future Assignments. *Green. 172.* especially as it would save the Expence of two Fines, for the Commissioners, where the Creditors could meet with a Purchaser of a Copyhold, they might convey to him in first Instance. *Green 195.*

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Actions brought by the Lord and Copyholder : With Pleadings, Evidence. Trial, Issue, &c.

THE Lord, upon Seifure of Copyholder, may maintain Ejectment till the Heir comes to be admitted.

Copyholder doing and paying the Customs and Services, if he be ejected by his Lord, he shall have an Action of Trespafs against him. *Co. Lit. 60. b. 61. a. 4 Rep. 22. a.*

He shall have Trespafs against the Lord for breaking of his House, or cutting of Trees; for the Copyholder hath a special Property therein, and the Lord only a general Property; and without the Trees the Copyholder hath no Means to repair his House. *1 Roll's Abr. 108. Stebbing and Gosnell, 2 Brownl. 328. Heydon and Smith.*

A Man was Tenant by Copy of Court-Roll of Wood, and the Soil was excepted to the Lord; and yet the Copyholder maintained an Action of Trespafs against the Lord for cutting his Wood. *Moore, n. 480.*

If a Stranger cut a Tree, the Lord shall have one Action, and the Copyholder another; and each one shall recover Damages according to his Interest. *Leon. 1. 272.*

Copyholder dies, Lord admits a Stranger, the Heir may enter, and upon a Re-entry maintain Trespafs without Admittance. *Noy, p. 172.*

A Copyholder in the Eye of the Law is but Tenant at the Lord's Will; and if the Lord will not hold Court, he hath no Remedy to compel him but by Decree in Chancery. *Cro. Jac. p. 368.*

The

The Demandant, in a Plaint in Nature of a Real Action, recovereth Land erroneously: The Party grieved cannot have the King's Writ of Faux Judgment, in respect of the Baseness of the Estate and Tenure, being in the Eye of the Law but a Tenant at Will, the Freehold being in another: But he shall have Petition to the Lord in Nature of a Writ of Faux Judgment, and therein assign Error according to Law. *Co. Lit.* 60. And if there be Cause, the Judgment may be reversed.

Tenant by Copy shall not have Assise against his Lord, (as Tenant in Ancient Demesne shall have) because he hath no frank Tenement. *4 Rep.* 21. But he shall be relieved in Equity. *Tothill*, p. 108.

Lessee of a Copyholder for one Year shall maintain *Ejectione Firmæ*; inasmuch as his Term is warranted by the Law, by Force of the general Custom: And it is but Reason, that if he be ejected, he shall have an *Ejectione Firmæ*; and it is a speedy Course for a Copyholder to have Possession of the Land against a Stranger.

It hath been said, that an *Ejectione Firmæ* doth not lie of a Copyhold Estate, but it doth lie on a Lease made by a Copyholder, but not of a Demise made by the Lord by Copy of Court-Roll. *Cro. Eliz.* 224. *Cole* and *Wall's Case*.

And although a Lease for Years be made without Licence from the Lord, yet the Lessee may maintain an *Ejectione Firmæ*, because he is Lessee against all but the Lord; and the Lease is good between the Lessor and Lessee, and against all Strangers. *Harder Rep.* 330.

If a Copyholder had Common by Prescription in the Waste of the Lord, and the Lord stores the Waste with Conies, every Copyholder may have an Action on the Case against the Lord, averring, that by this the Common is impaired. *1 Roll's Abr.* 106. *Clayton and Horsey*.

A Commoner cannot maintain an Action of Trespass against a Stranger, nor other, but the Owner of the Soil. *15 H.* 7. 12. *12 H.* 8. 2.

Many

Many Copyholders prescribe to have the Loppings and Toppings of Pollards, the Lord cuts them; every Copyholder may have his Action. *Hill. 5 Jac. Rot. 1427. 2 Brownl. p. 146.*

Action shall be brought in a Copyholder Lunatick's Name; for though the Custody of the Land was granted to one by the Lord, yet no Interest was gained thereby, and the Lord hath not Power over the Lunatick's Lands without a Custom. *Hobart, p. 215, 216.*

The Lord of a Manor is, and Fines for Admittances, and Copyhold Rents are Arrear, and then he sells the Manor: He is without Remedy both in Law and Equity, for he hath deprived himself of the Remedy by his own Act, viz. the Vendition. *1 Roll's Abr. 374.*

The Statutes 8 H. 6. and R. 2. of *Forcible Entry*, extend only to Freehold; and the Statute of *Jac. 1.* to Leases for Years and Copyholds.

Copyhold Lands are as the Demesnes of the Manor, and are the Lord's Freehold, and therefore are not impleadable but in the Lord's Court. *Cro. Jac. 559. Pymmock and Hilder.*

If an erroneous Judgment be given in a Copyhold Court of a common Lord, in an Action in Nature of a *Formedon*, a Bill may be exhibited in Chancery in Nature of a *Faux Judgment* to reverse this. *Pateshall's Case in Scac. 1 Roll's Abr. 373. Co. Lit. p. 60. a.*

Every Admittance of an Heir upon a Descent amounts in Law to a Grant; and after Admittance, the Heir may in Pleading alledge this as a Grant.

If one surrender to the Intent that the Lord shall grant it to another, and he admits him, it was adjudged good; yet he ought to plead it as a Grant. *Lit. Rep. 175.*

Tenant in Dower may grant a Copyhold in Reversion, which shall be good, though not executed in the Life of Tenant in Dower; but then it must be pleaded as a Grant in Reversion, and not as a Grant in Possession.

None

None may intitle himself to any Copyhold, but he ought to shew a Grant thereof. *Fortesc. Rep.* 339.

When the Copyholder claims any Thing by Prescription in the Soil of another, in Pleading he ought to prescribe in the Name of the Lord; but if he claim any Thing in the Soil of the Lord within the Manor, then he shall plead the Custom of the Manor. *4 Rep.* 31. *Cooper's Case.*

Where Commoners claim all the Herbage, be their Estates what they will in Fee, or Life, or Years, Custom hath annexed this sole Feeding as a Profit appender to their Estates: And this they claim by Custom of the Manor, and not by Prescription.

If a Man plead a Descent of Inheritance at Common Law, there the Defendant may plead a Feoffment made by the Ancestor, and traverse the not dying seised. *March, p.* 21.

The Avowant hath Election to traverse any Part of the Plea, which goes to the End of the Action, or justifies the Action.

If the Plaintiff in his Rejoinder confesseth a particular Custom, he ought to traverse the general Custom alledged by the Defendant.

If the Parties be at Issue upon the Time of the Surrender made, or the Court holden, the same shall not be tried by the Rolls of the Manor, but by the Country; and the Party may give in Evidence the Truth of the Matter, and shall not be bound by Misentry of Time upon the Rolls: for this Entry is not Matter of Record. *1 Leon.* 189. *Burgefs and Foster.*

The Copyholder moved the Court, That the Steward might be ordered to bring in the Court-Rolls to enable him to defend his Title; but the Court denied it. *Stile* 128.

By Consent, the Jury had a Copy of Court-Roll given in Evidence by the Plaintiff. *1 Keb.* 22.

If Copy of Court-Rolls are shewed to prove a Customary Estate, the Enjoyment of such Estate must also be proved, otherwise the Proof is not good. *Stile, p.* 450.

Copy

Copy of Roll under the Steward's Hand, who was Counsel for the Lord, Plaintiff, was admitted good for the Copyholder; but *contra*, of short Notes by way of Breviate. 1 *Keb.* 720.

Copy of a Lease which the Lord had in his Hands, whereby the Tenant had Power to make Leases, is good Evidence, without swearing it a true Copy: Also the Finding by special Verdict, or Admission on former Pleading, is good Evidence, unless the contrary appear. 1 *Keb.* 720. *Lee* and *Boothby*.

The Lord may be admitted to give Evidence for the Lessee or Copyholder, where there is no other. 1 *Keb.* 15. *Gerrard* and *Lister*.

The Steward, tho' he had a Fee for Admittance, may be a Witness. 3 *Keb.* *Champion's Case*. 2 *Barnard*, *K. B.* 405.

Copyholds relieved in Chancery.

A Lteration of a Custom by Consent of Lord and Tenants, allowed and decreed in *Chancery*. *Dyer* against *Dyer*, 10 *July* 44 *El.*

If any particular Copyholders complain in *Chancery* of the Grievousness of a Fine, where the Fine is arbitrable at the Will of the Lord; if such Fine be outrageous, the Lord Chancellor will mitigate it: But if a whole Company of Copyholders exhibit a Bill, praying a Mitigation of their unreasonable Fines, in this Case the Bill will be rejected. 24 *Novemb.* 44 *El.*

In the Case of *Popham* and *Lancaster*, 12 *Car.* 1. the Court seeing there hath been a Variation of the Fines, and not certain, decreed, That one improved Year's Value is a moderate Fine between Lord and Tenant.

In the Case of *Ackland Pope* and my Lady *Wentworth* the Lord Chancellor said, He would not relieve any Copyholder, who through wilful Forfeiture hath given Cause of Seizure to the Lord; for he said, The Lord had as good a Right to a Seizure for a Forfeiture, as a Copyholder to his Copyhold Estate; but a wilful Forfeiture he would not relieve, but for Negligence he might.

Com-

The Complete Court-Keeper: Or,

Commons for Copyholders, and Terminors, relieved in *Chancery*, *Tothill* 108. *Calcot and Lee*.

A Court of Equity shall compel a Lord to admit a Copyholder; for before Admittance he cannot have an Action, (upon Surrender) and he hath no Remedy at Common Law. *Hetley's Rep.* p. 2.

Where the Lord grants the Reversion of the Copyhold, the Tenant cannot surrender, there being no *Dominus Servitiorum*, as the Custom will warrant; and he cannot pass his Estate any way but by Decree in *Chancery*; and this will bind the Person only. 4 *Rep.* p. 25

A Copyhold devised without Surrender, it cannot be executed in Point of Interest, but only by Decree in *Chancery*. 2 *Keb.* 837. *Harrison's Case*.

A Copyhold granted at a Court kept out of the Manor confirmed against the Lord. *Tothil.* 107. *Mark* against *Suliard*.

A Composition formerly made between Lord and Tenants, decreed to bind an Heir or Purchaser. 9 *Car.* *Sterling's Case*.

The Surrender of a Copyhold Estate by an Infant of Five years old, allowed by this Court. *Naylor* against *Strode*, 2 *Ch. Rep.* 392.

A Copyholder of Inheritance took a Lease for Years of his Copyhold from the Lord of the Manor: The Lord sold this Manor to J. S. who had Notice of this Copyhold of Inheritance; yet would not this Court relieve the Copyholder, his Lease being ended, for by Law his Copyhold Estate is determined. *Tray* against *Noel*, *M.* 2 *Fac.*

Chancery will relieve against an Erroneous Judgment in a Copyhold Court, in a Formedon or the like, 1 *D. A.* 750. p. 2. though the King be Lord of the Manor, *Lane* 98. but not in the Case of a Common Recovery suffered upon a valuable Consideration to confirm the Estate of a Purchaser; for Equity ought rather to supply a Defect in such Case. 1 *Vern.* 367. *Shower's P. C.* 67.

Chancery will not relieve against a voluntary Forfeiture. 6 *Com. Dig.* 160.

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Manors, Rentals, Stewards
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Steward's

Steward's Account of PURCHASES.

Manors Names.	Tenants Names.	No. of Copies.	Dates of Copies.	Value per Ann.	Fines.	Alterations of Lives.
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A —	T. G.	150	1 Octob. 1730.	9 0 0	60 0 0	2 and 3 L. ad.
B —	R. J.	151	1 Octob. 1730.	1 0 0	6 0 0	1 L. exc. 2 L. ad.
C —	T. H.	152	1 Octob. 1730.	40 0 0	250 0 0	2 and 3 L. ad.
D —	G. H.	153	1 Octob. 1730.	24 0 0	159 0 0	2 and 3 L. ad.
E —	J. F.	154	1 Octob. 1730.	26 0 0	42 0 0	1 L. exc.
E —	C. M.	155	1 Octob. 1730.	10 0 0	40 0 0	3 L. ad.
A —	J. S.	156	21 Apr. 1731.	2 0 0	4 0 0	2 L. exc.
A —	A. B.	157	21 Apr. 1731.	12 0 0	55 0 0	2 L. ad.
A —	E. L.	158	21 Apr. 1731.	1 0 0	1 0 0	3 L. ad.
B —	J. F.	159	21 Apr. 1731.	2 0 0	12 0 0	2, 3 and 4 L. ad.
C —	M. B.	160	21 Apr. 17, 1.	2 0 0	15 0 0	1 L. exc. 2 L. ad.
D —	R. J.	160	21 Apr. 1731.	12 0 0	50 0 0	2 L. ad.
£c.			Total Fines for Copies, £c.			
			Dates of Leases.			
F —	R. P.	100	1 Octob. 1729.	1 0 0	2 0 0	3 L. exc.
G —	E. S.	101	1 Octob. 1730.	2 0 0	7 0 0	2 L. ad. after Wid. and Life.
A —	B. C.	102	21 Apr. 1731.	15 0 0	90 0 0	1 L. ad.
B —	E. H.	103	21 Apr. 1731.	32 0 0	100 0 0	1 L. exc. 1 L. ad.
£c.			Total Fines for Leases, £c.			
			Total Fines for Copies, £c.			
			Total Fines for the Manors above, the Year ending, £c.			

Another

*Another Account of PURCHASES.*25 Octob.
1740.*Copies and Leases then signed and sealed
by A. B. Esq;*

Manors Names.	No. of Copies.	COPIES.	Value per An.	Fines.
A —	150	A Copy dated 1 Octob. 1740. whereby is granted to T. G. and S. F. for their own Lives, the Reversion of a Tenement and Lands there.	l. s. d.	l. s. d.
2 & 3 L. ad.			9 0 0	60 0 0
B. —	151	A Copy dated 1 Octob. 1740. whereby is granted to R. J. for his own Life, and the Lives of M. his Sister, and L. his Brother, a Cottage there	1 0 0	6 0 0
1 L. exc. 2 L. ad. &c.				
LEASES.				
F. —	100	A Lease dated 1 Octob. 1740. whereby is granted to R. P. for his own Life, and the Lives of J. and E. his Bro- thers, a Cottage there -	1 0 0	2 0 0
3 L. exc.				
G —	101	A Lease dated 1 Octob. 1740. whereby is granted to E. S. for the Life of E. her Daughter, a House and Garden there - - -	2 0 0	7 0 0
1 L. ad. after a Wid. & Life, &c.				
An Account of this Nature is proper to be given to the Lord by the Steward once a Year.				

25 Mar.
1740.

*A Survey of the MANOR of A.
belonging to A. B. Esq;*

	Lord's Rent.	Value per An.	Heriots.
	<i>l. s. d.</i>	<i>l. s. d.</i>	<i>l. s. d.</i>
C. D. for a Mesuage, &c.	01 10 00	03 00 00	03 00 00
More for the Estate late, &c.	02 00 00	10 00 00	} Of the best, or 13 04
More for S. Close, - -	00 08 03	04 00 00	
E. F. for a Tenement and Lands called, &c. }	00 10 00	11 00 00	04 00 00
G. H. for a House and Garden,	00 08 00	12 00 00	02 00 00
J. K. for a Cotage, - -	00 01 00	01 10 00	00 01 00
L. M. for a Mesuage, -	00 11 03	06 00 00	Of the best.
N. O. for a Tenement, -	00 10 03	10 00 00	00 00 00
P. S. for a House, - -	00 10 04	04 00 00	Of the best.
R. L. for a Cotage, &c.	00 00 06	01 00 00	00 00 06
Tot. Lord's Rent, - &c. - -	&c.		
The Demesnes let to, &c. for - -	&c.		
The Woods in Hand valued at - -	&c.		
Total Value of the whole Manor is -	&c.		

C. D.
L.
no
E. F.
M.
G. H.
S.
J. K.

So
bring

Mano
Mano
Mano
Mano

&c.

A Rental

A Rental of the MANOR of A. belonging to A. B. Esq; for one Year, ending the 25th of March 1740.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
<i>C. D.</i> for one Mesuage or Tenement, and several Lands belonging, lying at, &c. within the Manor aforesaid, _____	01	10	00
<i>E. F.</i> for one Mesuage, and thirty Acres of Land, Meadow and Pasture belonging, _____	01	05	00
<i>G. H.</i> for a Ground of Meadow called, &c. late <i>S. G.</i> 's, _____	00	13	00
<i>J. K.</i> for one Tenement, &c. _____ &c.	00	10	00

So set down every Tenant's Rent in the same Form, and bring it to a Sum Total at Bottom.

In case there be several Manors, begin the *Rental* thus:

A Rental of the several Manors hereafter mentioned, for one Year, beginning the 25th of March 1739, and ending the 25th of March 1740.

Manor of <i>A.</i>	_____	_____	_____	<i>£c.</i>
Manor of <i>B.</i>	_____	_____	_____	<i>£c.</i>
Manor of <i>C.</i>	_____	_____	_____	<i>£c.</i>
Manor of <i>D.</i>	_____	_____	_____	<i>£c.</i>
<i>£c.</i>				

Ex' by G. J.

A Survey of the MANOR of A. in the County of, &c. belonging to A. B. Esq;

C. D. and A. and T. his Sons.	Tenant by Indenture of one Mesuage or Tenement, and five Acres of Meadow and Pasture, called, &c. late B.'s; Rent 8 s. 3 d. Heriot of the best, or 2 l. 10 s. — — — — — }	l. s. d. 10 00 00
A. K. A. his Wife, and W. his Son.	Tenant by Indenture of one Mesuage with the Appurtenances, in, &c. Rent, &c. Heriot 3 l. }	15 00 00
A. L. for Lives of J. L. and S. L. his Sons, and T. L. of, &c.	Tenant by Copy of Court-Roll of one Mesuage or Tenement, with the Appurtenances, called, &c. Rent 16 s. Heriot 4 l. 10 s. }	20 00 00
J. P. and A. P. his Son.	Tenant by Copy of Court-Roll of a Moiety of a Tenement, called, &c. containing, &c. Rent 7 s. Heriot of the best. }	11 00 00
D. W. Widow. &c.	Tenant by Copy of Court-Roll of one Close of Land, called, &c. containing by Estimation three Acres. }	2 00 00
And after this Manner make a Survey of every Manor separate.		

A Survey

*A Survey of ESTATES lett at a Rack-Rent
at A belonging to A. B. Esq;*

<i>C. D.</i>	Acres.	Value per Annum		
		<i>l.</i>	<i>s.</i>	<i>d.</i>
<i>A. Farm-House, Out-Houses, Backside, } Orchard and Garden, ————</i>	4	8	00	00
<i>B. Mead, ———— ———— ————</i>	36	20	00	00
<i>R. Ground, ———— ———— ————</i>	30	15	00	00
<i>C. Lease, ———— ———— ————</i>	28	21	00	00
<i>B. Mead, ———— ———— ————</i>	12	9	00	00
<i>B. Arable, ———— ———— ————</i>	27	13	10	00
<i>R. Arable, ———— ———— ————</i>	27	13	10	00
<i>Total — — —</i>	164	100	00	00

Let for seven Years, from the 25th of *March* 1740. Exception of Timber, to Mr. *B.* Rent one hundred Pounds a Year, payable at *Michaelmas* and *Lady-Day* Yearly, or within eight and twenty Days after, otherwise Mr. *B.* to enter, &c. *C. D.* to pay 5 *l.* per Acre per Annum, if he ploughs up any Meadow or Pasture Ground, and to keep and leave in Repair the Glass Windows, Gates, Stiles and Fences, and scour the Water-Courses, and to employ all the Soil upon the Premises in a Husband-like Manner, and to commit no Waste. Mr. *B.* to put the Houses, Gates, Stiles and Fences in Tenantable Repair, and to pay or deduct all Taxes, except the Window-Money, and to allow him three hundred of Faggots yearly for Firing, to be had and taken by Assignment. Covenant for Mr. *B.* to take the Estate into his own Hands, or *C. D.* to leave it at the End of three Years, giving Half a Year's Notice.

&c.

These two last Surveys to be in small Pocket-Books, with Parchment Covers, for Preservation and more convenient Carriage in the Pocket when you go to keep Court, and to receive the Rents, &c. of the Tenants.

A Survey of the MANOR of A. in the County of, &c. taken at a Court Baron held there the 25th of March 1711.									
Tenants Names.	What they hold.	Lives in Being.	Chief Rent.	Present Yearly Value.			Old Yearly Value.		
			l. s. d.	l. s. d.	l. s. d.	l. s. d.	l. s. d.	l. s. d.	Heriots.
C. D. —	By Lease granted by, &c. Dated, &c. holds one Messuage or Tenement, and divers Lands thereto belonging, called, &c. And also by another Lease granted by, &c. Dated, &c. the said C. D. purchased his own Life in Reversion.	S. Wife of, &c. } E. Wife of C. D. } and the said C. D. }	01 10 00	26 00 00	30 00 00	05 00 00			
E. F. —	By Copy of Court-Roll granted by, &c. Dated, &c. holds one Tenement, with 40 Acres of Land, Meadow and Pasture belonging.	The said E. F. } and M. his Wife. }	00 10 00	10 00 00	02 00 00	Best Goods.			
G. H. —	By Copy of Court-Roll granted by, &c. bearing Date, &c. holds one Tenement with the Appurtenances.	The said G. H.	02 00 00	16 00 00	50 00 00	03 00 00			
Ditto G. H. - -	By, &c.								

A Survey

25 Mar. 1740. A Survey of the MANOR and LORDSHIP of, &c. situate Six Miles West from, &c. and from, &c. If to be sold, worth 8, 6, and 4 Years Purchase, after One, Two and Three

A Survey of the MANOR and LORDSHIP of, &c. situate Six Miles West from, &c. and from, &c. If to be sold, worth 8, 6, and 4 Years Purchase, after One, Two and Three Lives by Copy; 9, 7, and 5 Years Purchase, after One, Two and Three Lives by Lease; and Twenty Years Purchase for the Lord's Rent and Lands in Hand.

25 Mar. 1740.

Tenants Names.	Ages.	Tenures.	What they hold.	Heriots.	Lord's Rent.	Value per Annum.	Worth to be sold.
				<i>l. s. d.</i>	<i>l. s. d.</i>	<i>l. s. d.</i>	<i>l. s. d.</i>
C. D. — A. and — T. — } his Sons.	60 38 34	Lease.	{ A Messuage or Tenement, and ten Acres of Land, and Common of Pasture for 40 Sheep. }	2 10 00	00 10 00	8 00 00	40 00 00
The same C D. } and J. D. his Son. }	60 26	Copy.	{ One Tenement with Five Acres of Land, Meadow and Pasture, and Four Acres of Wood belonging. }	Of the best, or 3 00 00.	00 08 00	12 00 00	72 00 00
A. P. for Life — R. P. — J. P. and — S. P. —	16 14 12	Copy.	{ A Cottage, Garden, Orchards, and three Yards of Meadow. }	Of the best.	00 07 03	4 00 00	16 00 00
J. F. Widow — &c.	62	Copy.	A Cottage in, &c.	Of the best.	00 01 00	1 00 00	08 00 00
Lands in Hand. &c.			The Demefnes, or Farm, &c.	Tot. Ld.'s Rent. } &c.		150 00 00	3000 00 00

25 Mar. 1740. <i>A Survey of several ESTATES belonging to A. B. Esq; which are lett at Rack-Rent, and in Hand.</i>					
Tenants Names.	Particular of Lands.	Acres.	Value per Annum.	At A. &c.	Abstracts of Leases.
<i>A. L.</i> —	The House and Outhouses, The P. Ground, — The little P. — The H. Ground, — <i>W's</i> — <i>S. M</i> -ad, — Upper C. Mead, — Lower C. Mead, —	46 15 48 17 13 12 17	<i>l.</i> <i>s.</i> <i>d.</i>		Exception of Timber, &c. to Mr. B. To hold for seven Years, from <i>Lady Day 1741</i> . Rent 110 <i>l.</i> a Year, payable at <i>Michaelmas</i> and <i>Lady-Day</i> Yearly, or within Twenty-eight Days after; otherwise Mr. B. to enter, &c. <i>A. L.</i> to pay 5 <i>l.</i> per Acre per Ann. if he ploughs any part of the Premises except the little P. which he is allowed to sow for four Crops, provided such fourth Crop be sufficiently sown with Clover-Seed. Mr. B. to pay all Taxes, except the Window-Tax, and to repair the Premises, except the Glass-Windows, Gates, Stiles, and Fences, which <i>A. L.</i> is to keep and leave in Repair. <i>A. L.</i> to hold the House and the Grounds &c. until the Third of <i>May</i> after the Term, &c.
	Total Numbers of Acres	168			
	Let for per Annum, — &c.	—	110 00 00		
	Lands in Hand at <i>A.</i> — &c.	—	—	At, &c.	
	All <i>A.</i> — C. D. &c. — &c.	—	—		

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A

Admittances.

- A**dmittance refused by the Lord compellable in
Chancery, *Page 7*
 Admittances never called in Question for the
 Title of the Lord, *ib.*
 In Admittance the Lord only Custom's Instrument,
ibid.
 Admittance to a wrong Person, void, *ibid.*
 Admittance contrary to the Surrender, void, 8
 Difference of an Heir by Descent, and one claiming
 by Surrender before Admittance, *ibid.*
 Custom of all Manors compulsory in Point of Ad-
 mittance, (*See 474*) *ibid.*
 Amerciament, what 10
 Amerciament, in what it differs from a Fine, and
 who hath the Power to amerce, 11
 Amerciaments and Fines to be imposed with Modera-
 tion and Discretion, *ibid.*
 Amerciaments, &c. how recovered, *ibid.*

Admit,

The INDEX.

Admittances (Precedents of.)

Admittance of a Tenant by the Lord out of Court,	Page 47
Admittance of a Copyholder for Life after the Death of the first or second Life,	41, 86, 120, 121, 151, 152, 158
Admittance after the Death of a Tenant,	183
Admittance of a Man and his Wife after the Death of a former Tenant,	185
Admittance by Attorney,	199
Admittance of a Coheir after the Death of a Tenant,	98
Admittance on a Surrender by Attorney,	95
Admittance by Guardian,	94
Admittance of a Devisee,	96
Admittance in order to suffer Recovery,	99
Admittance upon the Recovery,	104
Admittance to a Man and his Wife claiming by a Sur- render to the Use of a Will,	200
Admittance and Fealty of a Freeholder on paying the Arrears of Rent, &c.	215, 216
Alienation of a Freehold by Indenture, and Admit- tance upon it,	216, 217
Admittance to a Tenement mortgaged by the former Tenant, with a Release from the Mortgagee,	218, 219
Admittance of a Mortgagee on Breach of Payment,	108
Admittance of a Copyholder after the Death of a former,	219, 220
Admittance of the next heir after another Manner, on the Death of a Tenant,	221
Admittance of the next Heir by Guardian, &c.	<i>ibid.</i>

Actions.

The INDEX.

ACTIONS.

Nature and Kinds of Actions, and of Pleadings, &c.	
	Page 252, 253
Action of Debt, how, by whom, and for what brought in all Cases,	252, 253, 254, 255, &c.
Action upon the Case,	256, &c.
Action of Slander,	257
Action of Trespass, Battery,	257, 258
Action of Detinue, Trover,	258, 259
Actions of Waste, and what is Waste in the Copyholder, or Tenant for Life or Years; the Lord's Privilege in respect to the Waste, &c.	259, 260
Damages recoverable in such Actions,	260, 261
Pleadings in those Actions,	261, 262
Within what Time Actions may be brought,	265
Who may bring Actions,	265, 266
Attachments,	277

Assignments (Precedents of.)

Assignment of a Lease for 99 Years, if three Lives live so long,	361
Another very good Assignment of a Lease for ninety-nine Years, if three Lives live so long,	364
Special Assignment of Part of Lands held by Chattel-Lease,	368
Assignment of Leasehold and Copyhold Lands to several Uses on a Marriage, &c.	403, &c.
Articles for holding of Lands by way of Lease,	423
Admittances, divers Law-cases and Resolutions concerning them,	474, 369
Fines upon Admittances,	481
Actions brought by the Lord and Copyholder relating to Lands, with Pleadings, Evidence, Trial, &c.	523
Accounts, Steward's Account of Purchases, &c.	530
	B.

The INDEX.

B.

BArgain and Sale by a Lord of a Manor to three
of his Tenants, of certain Copyholds whereby he
enfranchises them; Provifo not to extend to any other
Copyholds than those specified, *Page* 330
By-Laws, 440, 441
Bankrupt, Copyhold Lands within the Statute of
Bankrupts, 521

C.

Court Leet, its Original and Nature, 1
Court Leet for what ordained, *ibid.*
At what Time kept, and who is Judge, 2
Court Baron, its Nature and Authority, *ibid.*
Court Baron, at what Time and Place kept, 3
Courts Baron and Courts Leet, wherein they differ, *ibid.*
Copyholder, what, and the Nature of his Estate, 4, &c.
Copyholder not to sue in Real Action in any Court
But the Lord's, 11
Copyhold Lands, when not extendable on the Sta-
tute, 16
Custom what, and what Things required to make it
good, 19, 20
Unreasonable Customs void, 20, 21
Custom contrary to the Public Good void, *ibid.*
Custom strictly taken, and not to extend beyond the
Words of it, *ibid.*
Custom never extendeth to a Thing newly created, *ibid.*
Custom of a Manor at large, as set down by the Oaths
of the Tenants, 22, &c.
Court Leet and Court Baron, the Title of them, 29,
30
The

The INDEX.

The Manner of Keeping those Courts,	Page 28
Charge to the Jury in the Court Leet,	33
Charge in the Court Baron,	36
Courts adjourned,	38
Courts called at the Time adjourn'd to,	<i>ibid.</i>
Courts discharged,	42
Court of Survey, in what it differs from a common Court Baron,	43, 44
Condition of a Bond to detain a Man from Fishing or Fowling on any Part of a Manor,	52
Condition for paying a Sum of Money in lieu of an Heriot,	53
Constable not appearing at Court, Order to be sworn in his Office by a Justice of Peace,	56
Contracts entered in the Contract Book,	75, 76
Court-Roll,	81
Entry of a Court Leet and Court Baron of a Manor,	<i>ibid.</i>
Court Leet of a Hundred and Court Baron held together, entered in the Court-Roll,	177
Court Leet of a Manor,	113
Court Leet of a Manor held by a Deputy-Steward for a Guardian	126
Court Leet of a Hundred entered in the Roll,	129
Court Baron held by itself,	92, 137
Court Baron held after another Manner,	145
A Court Baron of a Prebendary, held on Sale of the same, and Copies, with Exceptions, Licences, &c. and the Attornment of Tenants, &c.	150
Another Court Baron entered in the Roll,	156
Copies of Court-Roll,	163, &c.
Court Baron and Court of Survey,	168
Court Baron concerning Copyholds of Inheritance, entered in the Roll,	179
Another Court Baron concerning Copyholds of Inheritance,	195, 199
Private Court Baron, held on purpose to grant an Estate, take a Surrender, make Admittance, &c.	242
	The

The INDEX.

The Manner of Keeping the Court Baron for Trying of Actions,	Page 244
Of the Proceedings in it,	248
Continuance of a Suit,	250
Condition for the Defendant's Appearance,	256

Case.

Upon Promise to pay so much for a Thing as it should be reasonably worth,	290
Upon Promise to pay a Sum of Money on assigning a Term,	291
For Oxen sold warranted to draw well,	<i>ibid.</i>
For Diet.	292
For a Labourer's Hire,	<i>ibid.</i>
Against an Executor for Agisting of Beasts,	293
For a Horse sold and warranted to be found,	294
For a Horse lent, promising to deliver him,	<i>ibid.</i>
Against a Carrier for Loss of Goods deliver'd to him,	295
Chattel Lease,	337
Covenant to entertain the Steward in a Chattel Lease of the Capital Messuage of a Manor,	340
Covenant in nature of a Mortgage upon Surrender of Copyhold Lands, on Condition to pay a Sum of Money at a Time to come,	398

Chancery.

Want of Surrender or Defective Surrender supplied in Equity,	467. See 458, &c.
Copyholds relieved in Equity,	527

Copy.

The INDEX.

Copyholder.

Resolutions and Law Cases concerning the Copyholder
and his Estate, Page 434, &c.

Customs.

Divers Resolutions, and Law Cases concerning them, 440, &c.
Several Sorts of Copyholders, and Customary Tenants,
and the Court Baron and Copyholders Court, with
Law Cases, and Resolutions thereupon, 448, &c.
Copyhold Lands held charged or not, 511
Chancery, Copyholders relieved in Chancery, 527

D.

Deputation from a Lord of a Manor to a Steward
to collect Rents, 4
The same from a Lord of a Manor to his Bailiff,
&c. 50
Declaration, Difference between it and a Count, 249, 250
Demurrer, what, 251, 252
Of Distress, 267
Disfringas, 277, 278
Declaration in Debt for Money borrowed, 287
Debt on an *Insimul Computasset*, ibid.
Debt for Retainer, ibid.
Debt for Goods sold, 288
Deb for Rent in Arrear, ibid.
For Servants Wages, 289
Detinue, 309

N n

F. En-

The I N D E X.

E.

Enfranchisement. See Bargain and Sale.

Equity. See Chancery.

E Scheat, its Nature and Kinds,	Page 12
Effoin,	38, 92
Exchange of Copyhold Lands confirmed	56
Execution, what Goods may be taken in Execution,	272
Sale of Goods levied upon Execution,	273
Exchange of one Parcel of Land for another,	401
Entailing of Copyhold Lands, divers Law Cases and Resolutions concerning it,	485
Extinguishments, with Law Cases thereupon,	412 &c.

F.

Forfeitures.

W HEN the Heir does not come to be admitted causes a Forfeiture,	13
Copyholder refusing to appear at Court, or to be sworn of the Homage, or to present, a Forfeiture,	ibid.
Refusing to pay a reasonable Fine, a Forfeiture,	14
Refusing to pay Rent when demanded, or bringing a Replevin against the Lord, a Forfeiture,	ibid.
Copyholder committing Waste, a forfeiture,	14, 15
Committing Treason, Felony, making Livery on Conveyance of his Copyhold, Bargain and Sale, en- deavouring to entitle any other Lord to his Copyhold, &c. a Forfeiture,	15

No

The INDEX.

No Forfeiture can be before Admittance,	Page 16
Ideot or Lunatick unable to forfeit; so an Infant,	
unless by Acts proceeding from Malice and Con-	
tempt,	16, 17
A Feme Covert can commit no Forfeiture without	
Consent of her Husband,	<i>ibid.</i>
Feme Coverts exempted from Forfeitures in particular	
Cases by Stat. 9 Geo. 1.	480, 481
Oath of Fealty to the Lord,	42
Fees of the Steward,	79, 80, 328
<i>Fieri facias</i> ,	279, 280
Freehold Lease for three Lives absolute,	358
Fines upon Admittances,	481
An Act to enable Lords more easily to recover their	
Fines,	484
Forfeitures of Copyholds, divers Law Cases and Re-	
solutions concerning them, &c.	492

G.

G rantors of Copyhold Estates, who may be,	5
Grantees, who may be,	6
Guardian assigned,	94
The Statute for Testamentary Guardians of Infants	
relates not to Copyholds,	436

Precedents of Grants.

Grant to a Copyholder for three Lives, not including	
his own,	88
Grant of a Copyhold for three Lives,	88, 89
Grant of a Copyhold for two Lives in Reversion of	
one,	99
Another Grant of a Reversion,	89
Grant of a Copyhold Estate for three Lives from two	
or three Lords,	143
Grant of a Copyhold for two Lives in Reversion,	
N n 2	with

The INDEX.

with a Clause for the Tenant not to cut any Wood
but what his assigned to his Tenement, and a Way
reserved to the Lord through the Tenant's Lands,

Page 147

Grant of a Copyhold for one Life in Reversion of two,
148

What Things may be granted by Copy, and what
Grants are good, &c. 454, &c.

H.

HER IOT Service and Heriot Custom, 9, 10
Homage sworn in the Court Baron, 32
Their Presentments in Court, 40, &c.
Heriots, Law Cases and Resolutions concerning them,
517, &c.

J.

INFANTS exempted from Forfeitures in parti-
cular Cases by Stat. 9 Geo. 1. 484, 485
The Statute for Testamentary Guardians of Infants
relates not to Copyholds, 436
Jury in the Court Leet sworn, 31, 32
Their Presentments in Court, 38, 39
Judgment, or Pains and Penalties to be inflicted on
Offenders in the Court Leet, according to Acts
of Parliament, 61
Impar lance, 250, 251
General Issues, 262, 263
Jurors, what is good Cause of Challenge, 266, 267

L. Lord

The INDEX.

L.

L ORD, his Authority,	Page 17, &c.
Chancellor of his own Court,	17, 18
Lord may admit out of the Manor,	<i>ibid.</i>
Lord may maintain an Action in the Court Baron,	<i>ibid.</i>
but not in the Leet,	<i>ibid.</i>
What Remedy the Tenant has if the Lord turns him out, or will not admit pursuant to a Surrender, nor hold a Court,	435
Or cuts down Trees, not leaving sufficient for Repairs,	<i>ibid.</i> 436
Letter of Attorney to enable a Stranger to surrender a Copyhold Estate,	44
Letter of Attorney to surrender Copyholds with the Surrender thereupon, and admittance of the new Tenant, by the Lord out of Court, and a Surrender of the new Tenant to the Use of his Will,	45
	to 48
Letter of Attorney, or Warrant from a Lord to his Steward to keep Courts,	48, 49
Letter of Attorney from the Steward to a Deputy,	49
Letter of Attorney to demand Rent, and on Nonpayment to enter upon the Premises in order to Ejectment,	51
Licence to a Tenant to let his Tenement for seven Years,	53
Livery and Seisin on granting a Freehold Lease,	57
Endorsement on the Lease of delivering Livery and Seisin,	<i>ibid.</i>
Like Indorsement on Sale of Goods,	<i>ibid.</i>
Licence by Copy of Court-Roll to let a Copyhold Estate for 21 Years,	91, 155
Leases and Copies survey'd,	172
Licence to demise Copyholds of Inheritance,	198
Licence to demise Lands held by Chattel Lease,	389
N n 3	Licence

The INDEX.

Licence to a Copyholder to sue touching his Copyhold
in any Court of Record, Page 109
Levari facias, 279

Leases. Licences.

Common Chattel Lease for 99 Years, if three Lives
live so long, 337
Large Lease for 99 Years, if three Lives live so long,
with Variety of good Covenants, 341
Chattel Lease from a Guardian in the Minority of the
Lord, with a Covenant for the Time to build a
House, &c. 346
Chattel Lease in Reversion, with very good Cove-
nants, 349
Chattel Lease in Reversion of two Third Parts of
a large Meadow, with several Habends and Red-
dends, 354
Freehold Lease for three Lives absolute, with a Let-
ter of Attorney to deliver Possession, 358
Livery and Seisin indorsed on the Lease, 361
Limitation of Leasehold and Copyhold Estates to
Uses in Consideration of a Marriage, 409, &c.
Lease of a Copyhold Estate to Trustees for divers
Uses, in Consideration of a Marriage, 413
Lease of Copyhold Lands, by Virtue of a Copy of
Licence, 421
Under Lease, or Articles for holding of Lands for
two Years and a Half, 423
Lease, or Articles of Agreement for holding Part of a
Farm one Year, 425
Lease of a Farm let at a Rack-Rent for seven Years,
with Variety of good Covenants, 427
Leases and Licences of Copyhold Estates, Law Cases,
and Resolutions thereupon, 488, &c.
Law Cases and Resolutions concerning Copyholds,
and the whole Business of Court-Keeping, *from*
434 to 447
M. Manor

The I N D E X.

M.

M ANOR, the Original of it, and of what it consists,	Page 2, 3
Minute-Book for the Hundred, Court-Leet and the Court Baron held together,	69
Entry in the Minute-Book of the Court Leet and Court Baron extending to a Manor only,	74
Entry in the Minute-Book of the Court Baron by itself,	75
Mortgage of a Chattel Lease for 99 Years, if three Lives live so long,	370
Another very good Mortgage of a Chattel Lease, with Power for the Mortgagee to renew,	375
Mortgage of a Freehold Estate held by Lease for three Lives absolute, for Security of a Sum of Money lent on Bond by Way of Demise for 99 Years, &c.	378
Mortgage of a Copyhold Estate for 21 Years, by Vir- tue of a Power given by a Copy of Licence,	384
Covenant in nature of a Mortgage upon Surrender of Copyhold Lands, on Condition to pay a Sum of Money at a Time to come,	398

Marriage-Settlements.

Marriage-Settlement to a Wife by Way of Assignment
of a Leasehold Estate for 99 Years, in full of all
Dower, made to Trustees in Trust for the Hus-
band during Life; after his Decease to the Wife
for Life, and after both their Deceases to whom
the Husband by Will or other Writing shall ap-
point, with an Annuity payable out of the Estate
to the Husband's Mother; and after her Decease,
he hath Power to grant another Annuity, &c.

N n 4

Limitation

The I N D E X.

Limitation of the Estate before assigned after the Death of the Husband and Wife, and a further Annuity granted by the Husband, according to the Powers reserved to him by the preceding Settlement, with Power of Revocation, Page 409

Marriage-Settlement by way of Lease of a Copyhold Estate, made from the intended Husband's Uncle to Trustees in Trust for his Nephew, to enable him to make a Jointure to his Wife; first, the Uncle to enjoy during his Life; then the Nephew or intended Husband to enjoy during his Life; and after both their Deceases, to such Person or Persons as the Nephew shall by Writing under his hand limit and appoint, 413

The Direction and Limitation of the intended Husband mentioned in the preceding Lease by way of Jointure, that the intended Wife shall enjoy the Estate during her Life, and after her Decease to such Child or Children as the Husband shall by Deed direct and appoint, 417

N.

NONSUIT, 248, 249
Non sum informatus, 252
Nil dicit, ibid.

Notice for quitting an Estate held by Lease at the End of five Years, 432

O.

OATH of the Jury in the Court Leet, 31, 32
 Oath of the Homage, or Court Baron Jury, 33
 Oath of the Constable and Tythingman in the Leet, 39
 Oath of the Hayward, ibid.
Oath

The I N D E X.

Oath of Affeerers, Page 40
 Oath of Fealty of the Tenants to the Lord, 42

P.

PRESENTMENT, what, 11, 12
 Presentments of Surrenders, when to be made,
 when good, and when not, *ibid.*
 Presentment of a Surrender out of Court, after the
 Death of Surrenderor or Surrenderee, good, *ibid.*
 Relief in Chancery against the Tenants for not Pre-
 senting, as well as against the Lord for not Admit-
 ting, *ibid.*
 Precepts to the Bailiff to warn the Court Leet and
 Court Baron, and to warn the Court Baron only,
 28, 29
 Plaints entered, 38, &c.
 Proclamation in Court for Tenants to appear and be
 admitted on Descent and Surrender 42, 43, 44
 Petition to the Justices of Peace for erecting of a
 Cottage on the Waste, 59
 The Lord's Consent, 60
 Pains and Penalties to be inflicted on Offenders in the
 Court Leet, according to Acts of Parliament, 61
 Purchase of Copyhold Estates (the usual Demands
 for) 78, 79
 Presentments in Court Leet (Precedents of,) 81, 82,
 113 to 116, 119, 127, 128, 130, &c.
 Presentments of all Sorts in the Court Baron (Pre-
 cedents of), as Death of Tenants, Defaults, Nu-
 sances, &c. and Amerciaments upon them, 85, 93,
 110, 111, 112, 139, 146, 151, 157, 158, 170, 180,
 196, 197, 213, &c.
 Presentment of a Surrender out of Court, 93
 Presentment of a Surrender in Mortgage out of Court,
 106
Presentments

The I N D E X.

Presentments of Treasons, Felonies, Forfeitures, Escheats, &c. (Precedents of)	Page 130, 131, &c.
Presentment of the Death of a Freeholder,	181
Presentment of the Death of a Copyholder, and first Proclamation for the next Heir to appear and be admitted,	<i>ibid.</i>
First Proclamation for the next Heir to appear, and be admitted Tenant,	182
Money mentioned in a Surrender not being paid, first Proclamation made,	183
Presentment of the Death of a Tenant, and Admission of the next Heir,	184
Presentment of Forfeitures for selling of Trees, &c.	197
Second Proclamation after the Death of a Copyholder, for the next Heir to appear at Court, and be admitted,	111, 198, 199
Upon Breach of the Condition of a Surrender, Proclamation made for the Surrendree to appear and be admitted,	237, 238
Presentment of Rent of a Tenement's being divided and apportioned,	214
Presentment of the Death of a Tenant, and Admittance of the next Heir,	<i>ibid.</i>
Presentment of the Death of Tenant in Tail, and Admittance of one Coheir, Issue in Tail,	98
Presentment of a Surrender to the Use of a Last Will,	96
Presentment of a Surrender out of Court,	93
Presentment of a Surrender by Attorney,	95
Presentment of a Legacy's being paid,	214
Presentment of Sale of a Freehold Estate, and Order to the Bailiff to distrain, if the Purchaser does not appear at the next Court, and do Fealty,	215
Third Proclamation for the next Heir to appear, and not appearing, Order to the Bailiff to seize the Estate for the Lord's Use,	217
Third Proclamation for Surrendree to appear,	217, 218
Third Proclamation for the next Heir to appear, and redeem	

The I N D E X.

redeem the Estate from a Mortgage,	Page 218
Process of the Court Baron for trying of Actions,	275, &c.
Presentment of a Precept to view an Annoyance; the	
Return and Order of the Homage,	110
Presentment of Apportionment of Rent,	111
Presentment of the Death of a Tenant and Procla-	
mation thereupon,	ibid.
Presentment of Recognition-Money,	ibid.
Presentment of an Annoyance,	111, 112
Presentment of Conviction of a Tenant for Felony,	ibid.
Presentment of a Reeve,	92, 112

Pleadings (Precedents of.)

Does, not owe,	300
Does not detain,	ibid.
Not Guilty,	ibid.
Is not his Deed,	ibid.
Did not take,	ibid.
Did not undertake,	ibid.
Bar <i>per</i> Acquittance,	301
Replication,	ibid.
Payment and Release,	ibid.
Payment to Part, and Tender to other Part,	ibid.
Replication,	303
Demur to the other Plea,	ibid.
Never was Executor,	ibid.
<i>Plene Administravit</i> , Fully administered	303
Replication,	ibid.
Conditions performed,	ibid.
Replication,	304
Rejoinder,	ibid.
Justification in Slander,	ibid.
Abatement by Misnomer,	305
Arrest of Judgment,	ibid.
Demurrer,	ibid.
Joinder in Demurrer,	ibid.
Con-	

The I N D E X.

Concord Plea,	Page 306
Replication,	ibid.
Bar for Default of the Plaintiff's Fences,	ibid.
Replication,	307
Rejoinder,	ibid.
Frank Tenement,	308
Outlawry,	ibid.
Bar in Trespafs for making Use of a Way through the Plaintiff's Grounds,	ibid.
Replication,	310
Rejoinder,	ibid.
Foreign Plea,	311
Plaint and Protestation to Prosecute a real Action in the Court Baron,	313
Precept to the Bailiff to summon the Defendant to appear and answer the Plaint,	ibid.
Precept to the Bailiff to summon the Jury to try a Cause,	315
Precept to the Bailiff to deliver Possession upon a Re- covery,	318
Precept to view an Annoyance, and Return, and Order of the Homage thereupon,	110, 141
Privilege of the Lord,	434
Privileges of the Copyholders, Law-Cases and Reso- lutions thereupon,	438
Prescription,	441
Pleadings concerning Copyhold Lands,	503, &c.

R.

R ELIEF, what	10
Rescians,	31
Reeve chosen submits to a Fine,	92
Rule,	231
Rejoinder and Sur-rejoinder, what,	ibid.
Retorn' Placitorum, &c.	281
Records of Proceeds on Personal Actions, viz. De- claration	

The INDEX.

	claration of Slander; Trial upon it; Recovery,	
	Distress awarded, Errors assigned, &c.	Page 283,
		284, &c.
	A Recovery suffered of a Moiety of two Messuages and	
	a Storehouse in this Manner,	99
	Tenant in Tail surrenders in Fee; Surrendree ad-	
	mitted,	ibid.
	Demandant levies a Plaint in Nature of a Writ of	
	Right Patent against Tenant the Surrendree,	99
	Tenant appears,	100
	Demandant counts against him,	ibid.
	Tenant vouches over Tenant in Tail, who appears,	
		ibid.
	Demandant counts against Vouchee,	ibid.
	Vouchee vouches over the Common Vouchee, who	
	appears,	101
	Demandant vouches against the Common Vouchee,	
		ibid.
	Common Vouchee pleads to Issue,	102
	Imparlance,	ibid.
	Common Vouchee makes Default,	ibid.
	Judgment against Tenant,	ibid.
	Judgment against first Vouchee,	103
	Judgment against Common Vouchee,	ibid.
	Writ of Seisin and Return,	ibid.
	Confirmation of the Lord,	ibid.
	Surrender in Fee, and Release by Demandant, &c.	
	to the Tenant in Tail, the first Vouchee,	104
	Admittance thereupon,	ibid.
	Recovery of a real Action in a Court Baron,	313
	Another Recovery in Court Baron on a Deseisin,	
		302, 323
	Another Recovery, containing as follows:	310
	Plaint and Protestation to prosecute,	ibid.
	Precept to the Bailiff to summon the Defendant to	
	appear,	ibid.
	Defendant appears to answer,	ibid.
	Plaintiff counts,	ibid.
	Defendant's Plea in Bar,	317
		Time

The I N D E X.

Time desired by the Plaintiff,	Page 317
Plaintiff appears at the Hour appointed,	<i>ibid.</i>
Defendant makes Default,	<i>ibid.</i>
Plaintiff recovers, and Judgment entered against the Defendant,	<i>ibid.</i>
Plaintiff admitted upon the Recovery,	<i>ibid.</i>
Defendant's Surrender and Release to the Plaintiff with Warranty,	317, 318
Release of a Copyhold Estate,	390
Rentals of Manors,	525
Resolutions and Law Cases concerning Copyholds, and the whole Business of Court-Keeping	from 434 to 447

S.

C OPYHOLD Lands not transferred, exchanged or devised by any Conveyance but Surrender,	6, &c.
Upon Surrender, Grantor Tenant until Admittance, and Grantee no Estate till Admittance,	<i>ibid.</i>
Surrenders, in what Case revocable,	<i>ibid.</i>
Services (the several Sorts of,)	8, 9
Lord may distrain Cattle for all Manner of Services,	<i>ibid.</i>
Steward, his Authority, and how retained by the Lord,	17, 450
Court held by the Deputy Steward without the Consent of the Lord, or Chief Steward, when good,	18, 19, &c.
May take Surrenders out of the Manor, but not admit.	451
How retainable,	<i>ibid.</i>
Whether a Deputy Steward may appoint one to take a Surrender,	<i>ibid.</i>
Surrenders and Admittances taken in Court.	40, 41,

The I N D E X.

Surrenders (Precedents of.)

Surrender of a Copyhold Estate out of Court,	Page 47
Surrender by Attorney,	54, 93, 95
Surrender by Attorney to the Lord out of Court,	46
A Surrender of a Copyhold Estate out of Court,	54
A Surrender of a Copyhold to secure Part of a Daughters Portion,	<i>ibid.</i>
Surrender of a Leasehold Estate by way of Indorsement,	55
Surrender of a Copyhold Estate indorsed on the Copy,	56
Surrender of a Copyhold Estate for Lives, and a new Estate taken, and Admittance upon it,	89, 90
Surrender out of Court of Copyhold for Lives,	121
Surrender of a Copyhold Estate held by Lives, and a new Estate taken by Virtue of a Letter of Attorney, the Party being sick,	<i>ibid.</i>
Surrender of a Copyhold for Lives, and a new Estate taken by a Man in Right of his Wife,	122, 123
Surrender of a Copyhold for Lives, and a new Grant with a Licence thereto added, to let the Estate for Twenty-one Years,	123, 124
Surrender of a Copyhold for Lives, and a new Grant,	125
Surrender of the Moiety of a Copyhold for Lives, and a new Grant, and Admission upon it,	142
Surrender of a Copyhold for Lives, and a new Grant upon it,	148
Surrender of a Copyhold for Lives, and a new Grant, without Exception,	154
Surrender of a Copyhold for Lives, and a new Grant,	159, 160
Surrender of a Copyhold for Lives, and a new Grant, and Admittance upon it,	163
A Surrender for Life, Remainder in Fee,	105
A Sur-	

The I N D E X.

- A Surrender in Fee by the Demandant, on a Recovery being had to the Issue in Tail, Page 104
 Surrender in Fee out of Court presented, and Admission in Court, 186, 187
 Surrender of a Copyhold of Inheritance to divers Uses, in Consideration of a Marriage, 193
 Surrender of a Copyhold of Inheritance taken out of Court, and Admittance upon it at the next Court, 186, 187
 Surrender out of Court, and Admission after another Manner, *ibid.*
 Surrender and Admittance by Guardian, 93, 94, 188
 Surrender to the Use of the Last Will and Testament, 48, 96, 105, 189, 209
 Surrender in Court, and Admittance, 96, 189
 Surrender in Court to divers uses in the Nature of a Settlement, 190, 191
 Recital of a Surrender and Admittance, and a fresh Surrender and Admittance upon it, 201
 Surrender and Admittance in Court, 202
 Conditional Surrender or Mortgage, and Satisfaction thereon acknowledged, 106, 107
 Surrenders upon Condition to pay Money at Times to come, at several Days, &c. 203, 204, 205, &c.
 Condition of a Surrender satisfied, performed, and released, 209
 Two Surrenders recited; the Last to the Use of the Last Will, and the Person who made it dies; the Will produced in Court, and Admittance upon it according to the Effect of the Will, 210
 Surrender and Release of Copyhold Lands for ever, 97, 223, 224
 Surrender of a Man and his Wife, 225
 Special Surrender out of Court, and Admittance upon it, *ibid.*
 Surrender of Lands to several Uses in order to a Marriage, 226. 227
 A Surrender before Marriage to secure Part of a Daughter's

The I N D E X.

Daughter's Portion,	Page 54
A Surrender in Fee in order to suffer a Recovery to bar an Intail,	99
Release of Dower from the Mother to her Son,	227
Surrender and Release of a Copyhold Estate in Consideration of a Sum of Money,	228
Surrender from a Man and his Wife to the Use of Two to hold by Moieties,	230
Surrender upon Condition to pay a Sum of Money at a certain Time to come, without any Abatement on account of Taxes, &c.	ibid.
Other Surrenders upon Condition,	231, 232, &c.
Presentment of the Surrender of a Reversion upon Condition, which not being performed, the Person to whom made is admitted Tenant,	233
Surrender to the Use of the Last Will recited, and a fresh Surrender and Admittance on the Conditions mentioned in the Will,	234
Surrender to the Use of the Last Will and Testament, and Admittance upon it, after the Death of the Testator,	235
Surrender to several Persons to Abundance of Uses, with Remainders over, in case of Failure of Issue, &c.	236
After Abatement and Intrusion the Lord seifeth the Lands, and grants them to the Abator for Life, with Remainders over in Fee,	238
Seisin of an Estate by the Lord after the third Proclamation, on the Heir's not coming in to take up the Land descended unto him,	239
Surrender in Court, and Admittance upon it,	242
Summons to the Bailiff to cause the Defendant to appear,	277
<i>Supersedeas</i> ,	278
<i>Subpœna ad testificand</i> ,	279
Slander, Declaration for calling the Plaintiff Thief, &c.	296
Steward's Fees,	79, 80, 328
Surrender of a Chattel-Lease,	390
	Sur-

The I N D E X.

Surrender of Lands held by Freehold-Lease for Three Lives absolute,	Page 392
Surrender of a Copyhold Estate taken by the Steward out of the Manor, in Presence of two customary Tenants,	393
Surrender of a Copyhold held by one Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity during Life, by way of Assignment,	394
Surrender of a Copyhold Estate held by Widowhood and one Life, out of Court, in order to take a new Estate by Lease,	396
Settlements of Leasehold and Copyhold Estates on Marriage,	403, &c,
Steward, his Office and Authority in the Court Leet and Court Baron,	450, &c.
Surrenders, divers Law-Cases and Resolutions concerning them,	458, &c.
Want of Surrender, or defective Surrender, supplied in Equity,	467
Statutes extending to Copyhold Lands,	519
Steward's Accounts,	529, 530
Short Survey of a Manor,	532
Another short Survey of a Manor to be in a small Pocket-Book,	534
Short Survey of Estates let at a Rack-Rent,	535
A Survey of a Manor at large,	536
A Survey of a Manor at large stated out on Lives, in order to be sold,	537
A Survey at large of Estates let at a Rack-Rent,	538

T.

TENANT Lift of a Manor,	60
Trover and Conversion,	297

The I N D E X.

Trespass.

Declaration for breaking the Plaintiff's Stall in the Market, and assaulting him,	Page 298
For breaking the Plaintiff's Close,	<i>ibid.</i>
For entering the Plaintiff's Close and treading the Grass,	299
For pasturing Sheep in a rotten Pasture, whereby they died,	<i>ibid.</i>
Trespass and Assault,	300

V.

VERDICT insufficient,	246, 247
<i>Venditione exponas,</i>	278

W.

WARRANT from a Lord to his Steward to keep Courts,	48
Warrant from a Steward to his Deputy,	49
Warrant from a Lord of a Manor to a Steward to collect Rents and to a Bailiff, &c.	49, 50
Warrant from a Lord of a Manor to his Game-keeper,	52
Warrant from a Steward to the Bailiff, to assign Timber-trees to a Copyholder for Repairs,	57
Warrant to a Bailiff to levy Amerciaments,	58
Warrant of Attorney to appear,	276
Waste,	259
Witnesses who are sufficient to give Evidence.	266

F I N I S.



